

ORIGINAL

**MAXIM HEALTHCARE
SERVICES**

CN1606-023

TRAUGER & TUKE
ATTORNEYS AT LAW
THE SOUTHERN TURF BUILDING
222 FOURTH AVENUE NORTH
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June 14, 2016

By hand delivery

Melanie M. Hill
Executive Director
Tennessee Health Services & Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243

RE: Maxim Healthcare Services, Inc. certificate of need application for
Change of Address of Principal Office from Nashville, Tennessee
To Brentwood, Tennessee

Dear Ms. Hill:

This letter transmits the original and four copies of the Maxim Healthcare Services, Inc. certificate of need application to change its principal office location from Davidson County, Tennessee to Williamson County, Tennessee. Also enclosed are the affidavit and the filing fee. Please date stamp two copies of this application and return them to me in the enclosed envelope.

Because this application is for the relocation of a home health agency's principal office only a few hundred yards into the county that is adjacent to the county in which its current home office is located, we respectfully request that you place this matter on the Consent Calendar agenda for the August 24, 2016 meeting of the Agency.

The contact person for this application is Jimmy Nichols, Area Vice President, Maxim Healthcare Services, Inc. His office telephone number is 615-386-0100.

TRAUGER & TUKE

Ms. Melanie Hill

June 14, 2016

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As always, thank you for your courtesies.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'PWA', followed by a long horizontal flourish.

Paul W. Ambrosius

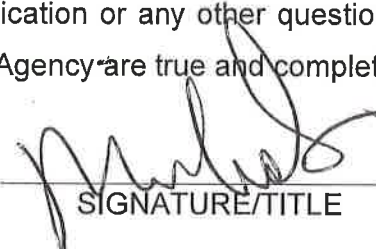
Enclosures

cc: Jimmy Nichols, Area Vice President, Maxim Healthcare Services, Inc.
Byron R. Trauger, Esq.

AFFIDAVIT

STATE OF Tennessee
COUNTY OF Davidson

James "Jimmy" Nichols, being first duly sworn, says that he/she is the applicant named in this application or his/her/its lawful agent, that this project will be completed in accordance with the application, that the applicant has read the directions to this application, the Rules of the Health Services and Development Agency, and T.C.A. § 68-11-1601, *et seq.*, and that the responses to this application or any other questions deemed appropriate by the Health Services and Development Agency are true and complete.


SIGNATURE/TITLE

Sworn to and subscribed before me this 13th day of June, 2016 a Notary
(Month) (Year)

Public in and for the County/State of Davidson County, Tennessee.


NOTARY PUBLIC

My commission expires January 8, 2019
(Month/Day) (Year)



MAXIM HEALTHCARE SERVICES

**CERTIFICATE OF NEED APPLICATION
TO RELOCATE
ITS PRINCIPAL HOME HEALTH AGENCY
ADMINISTRATIVE OFFICE
FROM DAVIDSON COUNTY TO WILLIAMSON COUNTY**

Submitted June, 2016

PART A**1. Name of Facility, Agency, or Institution**

| | | |
|--------------------------------|---------------|-----------------|
| Maxim Healthcare Services | | |
| <i>Name</i> | | |
| 115 East Park Drive, Suite 200 | Williamson | |
| <i>Street or Route</i> | <i>County</i> | |
| Brentwood | TN | 37027 |
| <i>City</i> | <i>State</i> | <i>Zip Code</i> |

2. Contact Person Available for Responses to Questions

| | | | |
|------------------------------------|---------------------|------------------------|-----------------|
| Jimmy Nichols | | Area Vice President | |
| <i>Name</i> | | <i>Title</i> | |
| Maxim Healthcare Services | | jinichol@maxhealth.com | |
| <i>Company Name</i> | | <i>E-Mail Address</i> | |
| 2416 21 st Avenue South | Nashville | TN | 37212 |
| <i>Street or Route</i> | <i>City</i> | <i>State</i> | <i>Zip Code</i> |
| Area Vice President | 615-386-0100 | 800-595-2876 | |
| <i>Association With Owner</i> | <i>Phone Number</i> | <i>Fax Number</i> | |

3. Owner of the Facility, Agency, or Institution

| | | |
|---|--------------|---------------------|
| Maxim Healthcare Services, Inc. | | 410-910-1500 |
| <i>Name</i> | | <i>Phone Number</i> |
| c/o Maxim Healthcare Services, 2416 21 st Avenue South | | Davidson |
| <i>Street or Route</i> | | <i>County</i> |
| Nashville | TN | 37212 |
| <i>City</i> | <i>State</i> | <i>Zip Code</i> |

4. Type of Ownership or Control (Check One)

| | | | |
|---------------------------------|---|--|--|
| A. Sole Proprietorship | | F. Government (State of TN or Political Subdivision) | |
| B. Partnership | | G. Joint Venture | |
| C. Limited Partnership | | H. Limited Liability Company | |
| D. Corporation (For-Profit) | x | I. Other (Specify): | |
| E. Corporation (Not-for-Profit) | | | |

PUT ALL ATTACHMENTS AT THE BACK OF THE APPLICATION IN ORDER AND REFERENCE THE APPLICABLE ITEM NUMBER ON ALL ATTACHMENTS

5. Name of Management/Operating Entity (If Applicable) **NA**

| | | |
|------------------------|--------------|---------------|
| | | |
| <i>Name</i> | | |
| | | |
| <i>Street or Route</i> | | <i>County</i> |
| | | |
| <i>City</i> | <i>State</i> | <i>Zip</i> |
| <i>Code</i> | | |

6. Legal Interest in the Site of the Institution (Check One)

| | | | |
|-----------------------|-------------------------------------|---------------------|--------------------------|
| A. Ownership | <input type="checkbox"/> | D. Option to Lease | <input type="checkbox"/> |
| B. Option to Purchase | <input type="checkbox"/> | E. Other (Specify): | <input type="checkbox"/> |
| C. Lease of 7 Years | <input checked="" type="checkbox"/> | | <input type="checkbox"/> |

7. Type of Institution (Check as appropriate—more than one may apply)

| | | | |
|--|-------------------------------------|---|--------------------------|
| A. Hospital (Specify): General | <input type="checkbox"/> | I. Nursing Home | <input type="checkbox"/> |
| B. Ambulatory Surgical Treatment Center (ASTC) Multi-Specialty | <input type="checkbox"/> | J. Outpatient Diagnostic Center | <input type="checkbox"/> |
| C. ASTC, Single Specialty | <input type="checkbox"/> | K. Recuperation Center | <input type="checkbox"/> |
| D. Home Health Agency | <input checked="" type="checkbox"/> | L. Rehabilitation Center | <input type="checkbox"/> |
| E. Hospice | <input type="checkbox"/> | M. Residential Hospice | <input type="checkbox"/> |
| F. Mental Health Hospital | <input type="checkbox"/> | N. Non-Residential Methadone | <input type="checkbox"/> |
| G. Mental Health Residential Facility | <input type="checkbox"/> | O. Birthing Center | <input type="checkbox"/> |
| H. Mental Retardation Institutional Habilitation Facility (ICF/MR) | <input type="checkbox"/> | P. Other Outpatient Facility (Specify): | <input type="checkbox"/> |
| | <input type="checkbox"/> | Q. Other (Specify): | <input type="checkbox"/> |

8. Purpose of Review (Check as appropriate—more than one may apply)

| | | | |
|--|--------------------------|---|-------------------------------------|
| A. New Institution | <input type="checkbox"/> | G. Change in Bed Complement Please underline the type of Change: Increase, Decrease, Designation, Distribution, Conversion, Relocation | <input type="checkbox"/> |
| B. Replacement/Existing Facility | <input type="checkbox"/> | H. Change of Location | <input checked="" type="checkbox"/> |
| C. Modification/Existing Facility | <input type="checkbox"/> | I. Other (Specify): | <input type="checkbox"/> |
| D. Initiation of Health Care Service as defined in TCA Sec 68-11-1607(4) (Specify) | <input type="checkbox"/> | | <input type="checkbox"/> |
| E. Discontinuance of OB Service | <input type="checkbox"/> | | <input type="checkbox"/> |
| F. Acquisition of Equipment | <input type="checkbox"/> | | <input type="checkbox"/> |

9. Bed Complement Data**NA***(Please indicate current and proposed distribution and certification of facility beds.)*

| | Current Licensed Beds | CON approved beds (not in service) | Staffed Beds | Beds Proposed (Change) | TOTAL Beds at Completion |
|--|--------------------------------------|---|-------------------------|---------------------------------------|---|
| A. Medical | | | | | |
| B. Surgical | | | | | |
| C. Long Term Care Hosp. | | | | | |
| D. Obstetrical | | | | | |
| E. ICU/CCU | | | | | |
| F. Neonatal | | | | | |
| G. Pediatric | | | | | |
| H. Adult Psychiatric | | | | | |
| I. Geriatric Psychiatric | | | | | |
| J. Child/Adolesc. Psych. | | | | | |
| K. Rehabilitation | | | | | |
| L. Nursing Facility (non-Medicaid certified) | | | | | |
| M. Nursing Facility Lev. 1 (Medicaid only) | | | | | |
| N. Nursing Facility Lev. 2 (Medicare only) | | | | | |
| O Nursing Facility Lev. 2 (dually certified for Medicare & Medicaid) | | | | | |
| P. ICF/MR | | | | | |
| Q. Adult Chemical Dependency | | | | | |
| R. Child/Adolescent Chemical Dependency | | | | | |
| S. Swing Beds | | | | | |
| T. Mental Health Residential Treatment | | | | | |
| U. Residential Hospice | | | | | |
| TOTAL | | | | | |

| | |
|--------------------------------------|-------------|
| 10. Medicare Provider Number: | 44-7580 |
| Certification Type: | Home Health |
| 11. Medicaid Provider Number: | 5441953 |
| Certification Type: | Home Health |

12. & 13. See page 4

12. If this is a new facility, will certification be sought for Medicare and/or Medicaid?

Answer: This is an existing agency, which contracts with both Medicare and TennCare/Medicaid.

Please note that TennCare requires its home health providers to have a Medicare number. To have and maintain it, a home health agency must serve at least one Medicare patient a year. Maxim Healthcare will serve one Medicare patient each year, but one with commercial secondary insurance. Medicare, upon being billed, will deny the claim and the bill will then go to the secondary insurer. So there is no Medicare revenue projected in the payor mix, although Medicare will receive one nominal billing a year (which it will decline to pay).

13. Identify all TennCare Managed Care Organizations/Behavioral Health Organizations (MCO's/BHO/s) operating in the proposed service area. Will this project involve the treatment of TennCare participants? If the response to this item is yes, please identify all MCO's/BHO's with which the applicant has contracted or plans to contract.

Yes. The applicant is currently an in-network provider for all 3 MCO's in Tennessee including Blue Cross Blue Shield of Tennessee (Bluecare), Amerigroup and UHC Community.

SECTION B: PROJECT DESCRIPTION

B.1. PROVIDE A BRIEF EXECUTIVE SUMMARY OF THE PROJECT NOT TO EXCEED TWO PAGES. TOPICS TO BE INCLUDED IN THE EXECUTIVE SUMMARY ARE A BRIEF DESCRIPTION OF PROPOSED SERVICES AND EQUIPMENT, OWNERSHIP STRUCTURE, SERVICE AREA, NEED, EXISTING RESOURCES, PROJECT COST, FUNDING, FINANCIAL FEASIBILITY AND STAFFING.

Proposed Services and Equipment

The project consists of relocation of the principal administrative office of Maxim Healthcare Services, Inc. from its current location of 2416 21st Ave. South, Suite 208, Nashville, TN 37212 (Davidson County) to 115 East Park Dr., Suite 200, Brentwood, TN 37027 (Williamson County). The main purpose for this project is to:

1. Increase square footage of current principal administrative office to accommodate the growing number of employees needed to manage all aspects of the home health operation
2. Accommodate space for Maxim Healthcare Medical Staffing division which focuses on medical staffing for hospitals and healthcare facilities
3. Accommodate space for multiple Regional Leadership team which helps provide support to offices throughout Tennessee as well as Maxim Healthcare operations throughout the United States.

Ownership Structure

- The applicant, Maxim Healthcare Services, Inc., is a Maryland corporation, owned privately by the 3 entities listed in Attachment A.4. It has provided services in Tennessee for 17 years and across the U.S. for 27 years.

Service Area

- The current service area for the principal and branch locations will not be affected. The service area for this project consists of Cheatham, Davidson, Dickson, Montgomery, Robertson, Rutherford, Sumner, Williamson, and Wilson Counties. **Maxim Healthcare is not requesting to expand in to any new counties in this application.**

Need and Existing Services

- Administrative services for those patients are provided at the current principal office location at 2416 21st Avenue South, Nashville, TN 37212 and from its branch location in Clarksville, Tennessee. Due to continued growth, the principal

office location is requesting to move to 115 East Park Dr., Suite 200, Brentwood, TN 37027, in adjoining Williamson County. The new location will be located just inside the Williamson County line. The current Nashville principal location is a provider of home health services specializing in skilled and unskilled care ranging from 4 hours per day up to 24 hours per day. Approximately 81% of services are delivered to TennCare patients, 79% of them children and adolescents. Maxim Healthcare currently has an active service area census of 164 patients throughout all 9 licensed counties. This includes the current branch location in Clarksville, TN.

Project Cost, Funding, and Financial Feasibility

- The only project costs associated with this project are for leasing, furnishing, and equipping a principal administrative office in Brentwood, Tennessee. No major medical equipment is required. The total projected cost for this project under CON rules is \$3,201,828—but the actual capital cost is \$451,602. The rest of the CON cost is lease outlay over seven years at the new location. The actual capital cost consists of leasehold improvements to the space, additional furniture, IT costs, CON application fee, and legal and consulting fees. The funding will be provided by existing cash reserves.

Staffing

- Maxim Healthcare in Nashville currently employs 23 administrative and supervisory personnel in the principal location. No patient services are provided in, or from, this principal administrative location.

B.II. PROVIDE A DETAILED NARRATIVE OF THE PROJECT BY ADDRESSING THE FOLLOWING ITEMS AS THEY RELATE TO THE PROPOSAL.

B.II.A. DESCRIBE THE CONSTRUCTION, MODIFICATION AND/OR RENOVATION OF THE FACILITY (EXCLUSIVE OF MAJOR MEDICAL EQUIPMENT COVERED BY T.C.A. 68-11-1601 *et seq.*) INCLUDING SQUARE FOOTAGE, MAJOR OPERATIONAL AREAS, ROOM CONFIGURATION, ETC.

1. Scope of the Project

The application is for the relocation of the principal office of a currently licensed home health agency, Maxim Healthcare, from Nashville in Davidson County to Brentwood in Williamson County. It will not change the agency's licensed counties or change any of the services provided to Maxim patients in its licensed counties.

The principal office will be relocated to leased space in an existing office building. The applicant's parent company will lease 14,871 SF of space in this building, to house not only Maxim Healthcare Services, but a related Maxim division not subject to CON review (a staffing agency). Table Two below provides the square footage and renovation cost of updating the space for both companies.

| Table Two: Construction Costs of This Project | | | |
|--|-------------------------------|-------------------------|----------------------|
| | Renovated Construction | New Construction | Total Project |
| Square Feet | 14,871 SF | 0 | 14,871 SF |
| Construction Cost | \$271,250 | 0 | \$271,250 |
| Constr. Cost PSF | \$18.24 PSF | 0 | \$18.24 PSF |

2. The Applicant, Maxim Healthcare Services

Maxim Healthcare is a national company that has provided homecare for more than 20 years. It serves 46 counties throughout Tennessee through 5 principal offices that are all state-licensed and accredited by the Accreditation Commission for Health Care (ACHC).

3. Costs and Funding of the Project

The project cost for CON purposes, which includes the value of leased space, is estimated at \$3,201,828, of which the actual capital cost is \$451,602. The applicant has sufficient cash and operating reserves to fund the full cost of the project.

APPLICANTS WITH HOSPITAL PROJECTS (CONSTRUCTION COST IN EXCESS OF \$5 MILLION) AND OTHER FACILITY PROJECTS (CONSTRUCTION COST IN EXCESS OF \$2 MILLION) SHOULD COMPLETE THE SQUARE FOOTAGE AND COSTS PER SQUARE FOOTAGE CHART.

UTILIZING THE ATTACHED CHART, APPLICANTS WITH HOSPITAL PROJECTS SHOULD COMPLETE PARTS A-E BY IDENTIFYING, AS APPLICABLE, NURSING UNITS, ANCILLARY AREAS, AND SUPPORT AREAS AFFECTED BY THIS PROJECT. PROVIDE THE LOCATION OF THE UNIT/SERVICE WITHIN THE EXISTING FACILITY ALONG WITH CURRENT SQUARE FOOTAGE, WHERE, IF ANY, THE UNIT/SERVICE WILL RELOCATE TEMPORARILY DURING CONSTRUCTION AND RENOVATION, AND THEN THE LOCATION OF THE UNIT/SERVICE WITH PROPOSED SQUARE FOOTAGE. THE TOTAL COST PER SQUARE FOOT SHOULD PROVIDE A BREAKOUT BETWEEN NEW CONSTRUCTION AND RENOVATION COST PER SQUARE FOOT. OTHER FACILITY PROJECTS NEED ONLY COMPLETE PARTS B-E.

Not applicable.

PLEASE ALSO DISCUSS AND JUSTIFY THE COST PER SQUARE FOOT FOR THIS PROJECT.

The principal office will be used for administrative purposes only. The applicant is leasing space at market rates for comparable office space and the renovation required is what all new office building tenants require: updated wall coverings, carpet, etc. and some relocation of new interior walls. This is done at market rates with competitive bidding, and is being completed by the lessor, not the applicant.

IF THE PROJECT INVOLVES NONE OF THE ABOVE, DESCRIBE THE DEVELOPMENT OF THE PROPOSAL.

Not applicable.

IF THE PROJECT INVOLVES NONE OF THE ABOVE, DESCRIBE THE DEVELOPMENT OF THE PROPOSAL.

Not applicable.

B.II.B. IDENTIFY THE NUMBER AND TYPE OF BEDS INCREASED, DECREASED, CONVERTED, RELOCATED, DESIGNATED, AND/OR REDISTRIBUTED BY THIS APPLICATION. DESCRIBE THE REASONS FOR CHANGE IN BED ALLOCATIONS AND DESCRIBE THE IMPACT THE BED CHANGE WILL HAVE ON EXISTING SERVICES.

Not applicable.

B.II.C. AS THE APPLICANT, DESCRIBE YOUR NEED TO PROVIDE THE FOLLOWING HEALTH CARE SERVICES (IF APPLICABLE TO THIS APPLICATION):

1. ADULT PSYCHIATRIC SERVICES
2. ALCOHOL AND DRUG TREATMENT ADOLESCENTS >28 DAYS
3. BIRTHING CENTER
4. BURN UNITS
5. CARDIAC CATHETERIZATION SERVICES
6. CHILD AND ADOLESCENT PSYCHIATRIC SERVICES
7. EXTRACORPOREAL LITHOTRIPSY
8. HOME HEALTH SERVICES
9. HOSPICE SERVICES
10. RESIDENTIAL HOSPICE
11. ICF/MR SERVICES
12. LONG TERM CARE SERVICES
13. MAGNETIC RESONANCE IMAGING (MRI)
14. MENTAL HEALTH RESIDENTIAL TREATMENT
15. NEONATAL INTENSIVE CARE UNIT
16. NON-RESIDENTIAL METHADONE TREATMENT CENTERS
17. OPEN HEART SURGERY
18. POSITIVE EMISSION TOMOGRAPHY
19. RADIATION THERAPY/LINEAR ACCELERATOR
20. REHABILITATION SERVICES
21. SWING BEDS

Not applicable. No new services are proposed.

B.II.D. DESCRIBE THE NEED TO CHANGE LOCATION OR REPLACE AN EXISTING FACILITY.

Maxim Healthcare requests a new location due to growth in both their homecare and medical staffing services. The principal office of the homecare operation is for administrative services only. No clinical or patient care is provided at this location. The principal location will also house multiple regional employees who work with Maxim locations through Tennessee and the United States. There are a very limited number of available spaces in Davidson and Williamson County. The proposed space is just inside the Williamson County line. There will be a total of 30 employees that will work from the proposed principal administrative office including 7 Regional employees.

B.II.E. DESCRIBE THE ACQUISITION OF ANY ITEM OF MAJOR MEDICAL EQUIPMENT (AS DEFINED BY THE AGENCY RULES AND THE STATUTE) WHICH EXCEEDS A COST OF \$2.0 MILLION; AND/OR IS A MAGNETIC RESONANCE IMAGING SCANNER (MRI), POSITRON EMISSION TOMOGRAPHY (PET) SCANNER, EXTRACORPOREAL LITHOTRIPTER AND/OR LINEAR ACCELERATOR BY RESPONDING TO THE FOLLOWING:

1. For fixed site major medical equipment (not replacing existing equipment):
 - a. Describe the new equipment, including:
 1. Total Cost (As defined by Agency Rule);
 2. Expected Useful Life;
 3. List of clinical applications to be provided; and
 4. Documentation of FDA approval.
 - b. Provide current and proposed schedule of operations.
2. For mobile major medical equipment:
 - a. List all sites that will be served;
 - b. Provide current and/or proposed schedule of operations;
 - c. Provide the lease or contract cost;
 - d. Provide the fair market value of the equipment; and
 - e. List the owner for the equipment.
3. Indicate applicant's legal interest in equipment (e.g., purchase, lease, etc.) In the case of equipment purchase, include a quote and/or proposal from an equipment vendor, or in the case of an equipment lease provide a draft lease or contract that at least includes the term of the lease and the anticipated lease payments.

Not applicable.

B.III.A. ATTACH A COPY OF THE PLOT PLAN OF THE SITE ON AN 8-1/2" X 11" SHEET OF WHITE PAPER WHICH MUST INCLUDE:

- 1. SIZE OF SITE (IN ACRES);**
- 2. LOCATION OF STRUCTURE ON THE SITE;**
- 3. LOCATION OF THE PROPOSED CONSTRUCTION; AND**
- 4. NAMES OF STREETS, ROADS OR HIGHWAYS THAT CROSS OR BORDERS THE SITE.**

PLEASE NOTE THAT THE DRAWINGS DO NOT NEED TO BE DRAWN TO SCALE. PLOT PLANS ARE REQUIRED FOR ALL PROJECTS.

See Attachment B.III.A.

B.III.B.1. DESCRIBE THE RELATIONSHIP OF THE SITE TO PUBLIC TRANSPORTATION ROUTES, IF ANY, AND TO ANY HIGHWAY OR MAJOR ROAD DEVELOPMENTS IN THE AREA. DESCRIBE THE ACCESSIBILITY OF THE PROPOSED SITE TO PATIENTS/CLIENTS.

Nurses and aides employed by the applicant live and work throughout the service area, not at the proposed office location. However, the location of the proposed site is as accessible from service area counties as the current site. Table Three below shows comparative distances and drive times from the new Brentwood office to major communities in the applicant's service area. The proposed site is 1 mile from I-65 North and South. It is also located just off Old Hickory Boulevard, which is a major road in the area. There is a bus route approximately .5 miles away from the proposed site. Caregivers that work in patient homes usually travel to the administrative site once a week to turn in all applicable notes and then at least annually to complete required training.

| Table Three: Mileage and Drive Times From Applicant's Current and Proposed Sites to Major Communities in the Primary Service Area | | | | | |
|--|--------------|-------------------------------|----------------|--------------------------------|----------------|
| County | City | To Current Office Site | | To Proposed Office Site | |
| | | Miles | Minutes | Miles | Minutes |
| Cheatham | Ashland City | 23 | 28 | 31 | 38 |
| Davidson | Nashville | 6 | 10 | 10 | 16 |
| Dickson | Dickson | 41 | 45 | 39 | 56 |
| Montgomery | Clarksville | 54 | 58 | 59 | 66 |
| Robertson | Springfield | 33 | 42 | 39 | 49 |
| Rutherford | Murfreesboro | 33 | 36 | 38 | 43 |
| Sumner | Gallatin | 40 | 44 | 40 | 46 |
| Williamson | Franklin | 20 | 24 | 13 | 20 |

| | | | | | |
|---------------------|---------|----|------|----|------|
| Wilson | Lebanon | 35 | 51 | 36 | 40 |
| AVERAGE DRIVE TIMES | | | 37.5 | | 41.6 |

Source: Google Maps, May 2016.

B.IV. ATTACH A FLOOR PLAN DRAWING FOR THE FACILITY WHICH INCLUDES PATIENT CARE ROOMS (NOTING PRIVATE OR SEMI-PRIVATE), ANCILLARY AREAS, EQUIPMENT AREAS, ETC.

See attachment B.IV.

B.V. FOR A HOME CARE ORGANIZATION, IDENTIFY

1. EXISTING SERVICE AREA (BY COUNTY);

Cheatham, Davidson, Dickson, Montgomery, Robertson, Rutherford, Sumner, Williamson, and Wilson Counties (9).

2. PROPOSED SERVICE AREA (BY COUNTY);

No change is proposed in the service area.

3. A PARENT OR PRIMARY SERVICE PROVIDER;

Current:

Maxim Healthcare
2416 21st Ave. South, Suite 208
Nashville, TN 37212

Proposed:

Maxim Healthcare
115 East Park Dr., Suite 200
Brentwood, TN 37027

4. EXISTING BRANCHES AND/OR SUB-UNITS;

Clarksville Branch Office:
93 Beaumont St.
Clarksville, TN 37040

5. PROPOSED BRANCHES AND/OR SUBUNITS.

No additional branch offices are being proposed.

C(I) NEED

C(I).1. DESCRIBE THE RELATIONSHIP OF THIS PROPOSAL TO THE IMPLEMENTATION OF THE STATE HEALTH PLAN AND TENNESSEE'S HEALTH: GUIDELINES FOR GROWTH.

A. PLEASE PROVIDE A RESPONSE TO EACH CRITERION AND STANDARD IN CON CATEGORIES THAT ARE APPLICABLE TO THE PROPOSED PROJECT. DO NOT PROVIDE RESPONSES TO GENERAL CRITERIA AND STANDARDS (PAGES 6-9) HERE.

B. APPLICATIONS THAT INCLUDE A CHANGE OF SITE FOR A HEALTH CARE INSTITUTION, PROVIDE A RESPONSE TO GENERAL CRITERION AND STANDARDS (4)(a-c).

Home Health Services

The State Plan Guidelines for a new or expanded Home Health Agency do not apply to this project, which neither initiates nor expands an agency.

General Criteria for Change of Site

This is not strictly speaking a change of site "for a proposed new health care institution" but the applicant is addressing these criteria as the closest applicable criteria.

(4) Applications for Change of Site. When considering a certificate of need application which is limited to a request for a change of site for a proposed new health care institution, the Agency may consider, in addition to the foregoing factors, the following factors:

(a) *Need.* The applicant should show the proposed new site will serve the health care needs in the area to be served at least as well as the original site. The applicant should show that there is some significant legal, financial, or practical need to change the proposed site.

The applicant will continue to service the existing needs for patients in all 9 counties. The change in the proposed administrative site is to provide additional square

footage for staff that supports all administrative services. There is not sufficient square footage in the existing building so a move is necessary.

(b) *Economic Factors.* The applicant should show that the proposed new site would be at least as economically beneficial to the population to be served as the original site.

There is no change to the population served by the applicant since all services are provided in individual homes in the existing 9 licensed counties. The change in site will allow Maxim Healthcare to hire additional employees to provide administrative services to its home health programs.

(c) *Contribution to the orderly development of health care facilities and/or services.* The applicant should address any potential delays that would be caused by the proposed change of site, and show that any such delays are outweighed by the benefit that will be gained from the change of site by the population to be served.

The applicant does not foresee any delays in providing patient care as a result of the change in location.

The Framework for Tennessee's Comprehensive State Health Plan

Five Principles for Achieving Better Health

The following Five Principles for Achieving Better Health serve as the basic framework for the State Health Plan. After each principle, the applicant states how this CON application supports the principle, if applicable.

The following Five Principles for Achieving Better Health serve as the basic framework for the State Health Plan. After each principle, the applicant states how this CON application supports the principle, if applicable.

1. Healthy Lives

The purpose of the State Health Plan is to improve the health of Tennesseans.

Every person's health is the result of the interaction of individual behaviors, society, the environment, economic factors, and our genetic endowment. The State Health Plan serves to facilitate the collaboration of organizations and their ideas to help address health at these many levels.

The timely provision of appropriate, clinical expert services to home health patients, especially to pediatric patients, is essential to support an uninterrupted continuum of care and to avoid patient deterioration and/or re-hospitalization. This project will continue to enhance the care of complex patients, both adult and pediatrics, and afford another option for area residents who sometimes experience the lack of timely care for certain type of patients with complex conditions.

2. Access to Care

Every citizen should have reasonable access to health care.

Many elements impact one's access to health care, including existing health status, employment, income, geography, and culture. The State Health Plan can provide standards for reasonable access, offer policy direction to improve access, and serve a coordinating role to expand health care access.

The availability of this highly specialized home health provider in the service area will continue to improve patient access to needed home care.

3. Economic Efficiencies

The state's health care resources should be developed to address the needs of Tennesseans while encouraging competitive markets, economic efficiencies and the continued development of the state's health care system. The State Health Plan should work to identify opportunities to improve the efficiency of the state's health care system and to encourage innovation and competition.

The project will continue to bring to the service area a continued option for the

care of complex cases, both pediatric and adult cases. This project will continue to provide broader access for TennCare patients as well as for complex pediatric patients, which very few of the currently authorized agencies do.

4. Quality of Care

Every citizen should have confidence that the quality of health care is continually monitored and standards are adhered to by health care providers. Health care providers are held to certain professional standards by the state's licensure system. Many health care stakeholders are working to improve their quality of care through adoption of best practices and data-driven evaluation.

The applicant is currently licensed through The Department of Health and is accredited by the Accreditation Commission for Health Care (ACHC). The applicant is also credentialed with all 3 TennCare MCO's.

5. Health Care Workforce

The state should support the development, recruitment, and retention of a sufficient and quality health care workforce. The state should consider developing a comprehensive approach to ensure the existence of a sufficient, qualified health care workforce, taking into account issues regarding the number of providers at all levels and in all specialty and focus areas, the number of professionals in teaching positions, the capacity of medical, nursing, allied health and other educational institutions, state and federal laws and regulations impacting capacity programs, and funding.

The principal location will continue to support the development, recruitment and retention of its healthcare workforce. Maxim Healthcare offers employees tuition subsidies for pursuing advanced degrees in this field and attaining academic benchmarks in those courses. It also provides specialized training to its staff to improve their skills.

C(I).2. DESCRIBE THE RELATIONSHIP OF THIS PROJECT TO THE APPLICANT'S LONG-RANGE DEVELOPMENT PLANS, IF ANY.

The proposed move of the principal location will help Maxim Healthcare continue to provide necessary administrative services for all homecare needs. The increased square footage will allow Maxim Healthcare to increase its administrative workforce to meet all needs to operate an efficient and effective operation.

C(I).3. IDENTIFY THE PROPOSED SERVICE AREA AND JUSTIFY THE REASONABLENESS OF THAT PROPOSED AREA. SUBMIT A COUNTY-LEVEL MAP INCLUDING THE STATE OF TENNESSEE CLEARLY MARKED TO REFLECT THE SERVICE AREA. PLEASE SUBMIT THE MAP ON AN 8-1/2" X 11" SHEET OF WHITE PAPER MARKED ONLY WITH INK DETECTABLE BY A STANDARD PHOTOCOPIER (I.E., NO HIGHLIGHTERS, PENCILS, ETC.).

The applicant's nine-county service area consists of Cheatham, Davidson, Dickson, Montgomery, Robertson, Rutherford, Sumner, Williamson, and Wilson Counties. It will not be changed as a result of this relocation of the principal office. A service area map and a map showing the location of the service within the State of Tennessee are provided as Attachments C, Need--3.

C(I).4.A DESCRIBE THE DEMOGRAPHICS OF THE POPULATION TO BE SERVED BY THIS PROPOSAL.

Please see Table Four following this page. The nine county service area has a total population of 1,892,624 persons in 2016. By 2020 it is projected to increase by 7.5% to 2,034,206 persons. The applicant primarily serves patients ages 0-64. That group currently numbers 1,664,900. By 2020 it is projected to increase by 5.8%, to 1,760,646 persons. That rate of increase is much higher than the State average of 2.1%.

The median income of service area households is \$56,911, which is 27.5% higher than the State average of \$44,621. The service area has a smaller percentage of its population living in poverty (14.7%) than the State average (18.3%). Similarly, it has 17.7% of its current population enrolled in TennCare compared to a higher statewide average of 22.4%.

**Table Four: Maxim Healthcare Services
Demographic Characteristics of Service Area
2016-2020**

| Licensed Service Area Counties | Median Age - 2010 Census | Total Population 2016 | Total Population 2020 | Total Population Change 2016 - 2020 | Total Population Age 0-64 2016 | % of Population 0-64 | Total Population Age 0-64 2020 | % of Population 0-64 | Age 0-64 Population Change 2016 - 2020 | Median Household Income | TennCare Enrollees | Percent of 2016 Population Enrolled in TennCare | Persons Below Poverty Level | Persons Below Poverty Level as % of Population US Census |
|--------------------------------|--------------------------|-----------------------|-----------------------|-------------------------------------|--------------------------------|----------------------|--------------------------------|----------------------|--|-------------------------|--------------------|---|-----------------------------|--|
| Cheatham | 39.3 | 40,798 | 41,692 | 2.2% | 34,867 | 85.5% | 34,517 | 84.6% | -1.0% | \$52,138 | 7,856 | 19.3% | 5,181 | 12.7% |
| Davidson | 33.9 | 680,427 | 714,756 | 5.0% | 602,856 | 88.6% | 626,442 | 92.1% | 3.9% | \$47,434 | 152,194 | 22.4% | 135,405 | 19.9% |
| Dickson | 38.7 | 53,684 | 56,210 | 4.7% | 45,187 | 84.2% | 46,209 | 86.1% | 2.3% | \$45,056 | 11,580 | 21.6% | 7,677 | 14.3% |
| Montgomery | 30.0 | 201,598 | 221,620 | 9.9% | 183,067 | 90.8% | 199,133 | 98.8% | 8.8% | \$50,693 | 35,466 | 17.6% | 28,022 | 13.9% |
| Robertson | 37.6 | 73,796 | 78,659 | 6.6% | 63,167 | 85.6% | 65,702 | 89.0% | 4.0% | \$53,748 | 14,382 | 19.5% | 9,889 | 13.4% |
| Rutherford | 32.2 | 318,638 | 357,615 | 12.2% | 286,769 | 90.0% | 317,157 | 99.5% | 10.6% | \$55,096 | 51,240 | 16.1% | 46,840 | 14.7% |
| Sumner | 38.6 | 178,730 | 190,261 | 6.5% | 151,234 | 84.6% | 157,342 | 88.0% | 4.0% | \$56,193 | 30,703 | 17.2% | 20,196 | 11.3% |
| Williamson | 38.5 | 215,859 | 234,832 | 8.8% | 188,592 | 87.4% | 199,994 | 92.7% | 6.0% | \$91,743 | 12,627 | 5.8% | 12,088 | 5.6% |
| Wilson | 39.3 | 129,094 | 138,561 | 7.3% | 109,161 | 84.6% | 114,150 | 88.4% | 4.6% | \$60,095 | 19,650 | 15.2% | 13,038 | 10.1% |
| Maxim Service Area | 36 | 1,892,624 | 2,034,206 | 7.5% | 1,664,900 | 88.0% | 1,760,646 | 93.0% | 5.8% | \$56,911 | 335,698 | 17.7% | 278,337 | 14.7% |
| State of Tennessee | 38.0 | 6,812,005 | 7,108,131 | 4.3% | 5,720,489 | 84.0% | 5,841,736 | 85.8% | 2.1% | \$44,621 | 1,525,548 | 22.4% | 1,246,597 | 18.3% |

Sources: TDOH Population Projections, 2015; U.S. Census QuickFacts; TennCare Bureau.
PSA data is unweighted average, or total, of county data.

C(1).4.B. DESCRIBE THE SPECIAL NEEDS OF THE SERVICE AREA POPULATION, INCLUDING HEALTH DISPARITIES, THE ACCESSIBILITY TO CONSUMERS, PARTICULARLY THE ELDERLY, WOMEN, RACIAL AND ETHNIC MINORITIES, AND LOW-INCOME GROUPS. DOCUMENT HOW THE BUSINESS PLANS OF THE FACILITY WILL TAKE INTO CONSIDERATION THE SPECIAL NEEDS OF THE SERVICE AREA POPULATION.

Maxim Healthcare has an outstanding statewide record of accessibility to low-income TennCare patients; 90% of its payor mix is TennCare. It serves TennCare pediatric patients requiring complex care from 4 to 24 hours a day, which few agencies in this area will serve. Maxim Healthcare does not discriminate in patient selection based on race, ethnicity, gender, or insurance source. However, its business model does not include offering service to Medicare-age patients, who have many existing home health agencies to choose from in this service area.

C(1).5. DESCRIBE THE EXISTING OR CERTIFIED SERVICES, INCLUDING APPROVED BUT UNIMPLEMENTED CON'S, OF SIMILAR INSTITUTIONS IN THE SERVICE AREA. INCLUDE UTILIZATION AND/OR OCCUPANCY TRENDS FOR EACH OF THE MOST RECENT THREE YEARS OF DATA AVAILABLE FOR THIS TYPE OF PROJECT. BE CERTAIN TO LIST EACH INSTITUTION AND ITS UTILIZATION AND/OR OCCUPANCY INDIVIDUALLY. INPATIENT BED PROJECTS MUST INCLUDE THE FOLLOWING DATA: ADMISSIONS OR DISCHARGES, PATIENT DAYS, AND OCCUPANCY. OTHER PROJECTS SHOULD USE THE MOST APPROPRIATE MEASURES, E.G., CASES, PROCEDURES, VISITS, ADMISSIONS, ETC.

There are 52 home health agencies (including the applicant) licensed to serve one or more of the applicant's service area counties. Table Five on the following page provides their historic utilization (patients, visits, hours) as reported in their 2013-2015 Joint Annual Reports.

Table Five: Patients Served By Home Health Agencies Licensed in Maxim's Service Area Counties

| Health Statistics ID Number | County of Parent Office | Home Health Agency Name | Agency License Number | Date Agency Licensed | of TN Counties in Agency License | JAR Total Patients Served in TN | 2013 JAR Total Patients | 2014 JAR Total Patients | 2015 JAR Total Patients | 2013 JAR Total Visits | 2014 JAR Total Visits | 2015 JAR Total Visits | 2013 JAR Total Hours | 2014 JAR Total Hours | 2015 JAR Total Hours |
|-----------------------------|-------------------------|---|-----------------------|----------------------|----------------------------------|---------------------------------|-------------------------|-------------------------|-------------------------|-----------------------|-----------------------|-----------------------|----------------------|----------------------|----------------------|
| 19654 | Davidson | Alere Women's and Children's Health, LLC | 471 | 3/1/1999 | 14 | 202 | 186 | 1,150 | 1,002 | 1,401 | 1,623 | 1,791 | 2,101 | 2,433 | 2,251 |
| 26054 | Franklin | Amedisys Home Care | 82 | 9/19/1983 | 16 | 1,074 | 1,002 | 1,150 | 1,002 | 31,629 | 22,450 | 22,087 | 0 | 0 | 0 |
| 75054 | Rutherford | Amedisys Home Health | 207 | 6/7/1984 | 7 | 554 | 535 | 661 | 535 | 17,382 | 11,532 | 12,441 | 0 | 0 | 0 |
| 19674 | Davidson | Amedisys Home Health (Cumberland Bend | 254 | 7/1/1988 | 16 | 2,943 | 2,148 | 5,182 | 2,148 | 138,541 | 45,883 | 34,798 | 0 | 0 | 0 |
| 19024 | Davidson | Amedisys Home Health (Glen Echo Rd) | 38 | 2/2/1976 | 22 | 1,598 | 1,508 | 2,008 | 1,508 | 45,356 | 30,028 | 23,552 | 0 | 0 | 0 |
| 75064 | Rutherford | Amedisys Home Health Care | 5 | 8/23/1984 | 19 | 1,431 | 1,372 | 1,582 | 1,372 | 50,354 | 35,181 | 29,977 | 0 | 0 | 0 |
| 19684 | Davidson | Amedisys Home Health Services | 68 | 10/1/2017 | 10 | 388 | 230 | 230 | 230 | 346 | 3,300 | 15,403 | 0 | 0 | 0 |
| 95084 | Wilson | American National Home Health (Friendship) | 600 | 10/24/2000 | 10 | 358 | 311 | 305 | 305 | 24,110 | 47,579 | 16,997 | 0 | 0 | 0 |
| 19714 | Davidson | Angel Private Duty and Home Health, Inc. (f | 622 | 3/24/2009 | 24 | 73 | 79 | 123 | 79 | 532 | 68 | 18 | 5,001 | 12,541 | 9,494 |
| 19504 | Davidson | Brookdale Home Health Nashville (Innovati | 289 | 1/13/1983 | 22 | 504 | 587 | 677 | 587 | 18,200 | 23,075 | 31,890 | 2,103 | 0 | 0 |
| 19724 | Davidson | Careall | 295 | 7/5/1984 | 22 | 1,562 | 1,665 | 1,562 | 1,665 | 55,475 | 33,438 | 13,314 | 309,593 | 82,940 | 106,309 |
| 60074 | Maury | Careall Homecare Services | 194 | 2/9/1984 | 18 | 224 | 609 | 881 | 614 | 12,688 | 15,991 | 9,098 | 29,187 | 26,826 | 30,731 |
| 26024 | Franklin | Caresouth HHA Holdings of Winchester, LLC | 83 | 1/29/1976 | 34 | 1,371 | 2,030 | 2,444 | 2,581 | 49,317 | 58,535 | 60,294 | 0 | 0 | 0 |
| 19664 | Davidson | Continuous Care Services, LLC | 48 | 8/8/1977 | 6 | 407 | 170 | 170 | 163 | 20,100 | 7,911 | 8,083 | 61,235 | 29,101 | 1,201 |
| 19734 | Davidson | Coram CVS Specialty Infusion Services | 624 | 1/30/2013 | 38 | 11 | 26 | 11 | 26 | 37 | 3,744 | 241 | 98 | 14,976 | 873 |
| 95034 | Wilson | Deaconess Homecare (Cedar Creek HH Care | 282 | 12/18/1978 | 21 | 704 | 842 | 842 | 1,294 | 18,198 | 23,455 | 13,872 | 0 | 0 | 5,804 |
| 52024 | Lincoln | Deaconess Homecare (Elk Valley) | 161 | 2/25/1976 | 25 | 1,210 | 1,222 | 1,706 | 956 | 9,222 | 35,655 | 112,411 | 729,065 | 0 | 945,276 |
| 19494 | Davidson | Elk Valley Health Services Inc | 42 | 7/17/1984 | 95 | 245 | 277 | 293 | 457 | 17,749 | 16,195 | 15,696 | 0 | 0 | 0 |
| 19614 | Davidson | Friendship Home Health Agency | 323 | 3/4/1996 | 14 | 1,093 | 845 | 745 | 631 | 16,696 | 18,646 | 13,889 | 0 | 0 | 0 |
| 63034 | Montgomery | Gateway Home Health Clarksville | 186 | 6/20/1984 | 7 | 1,067 | 949 | 1,340 | 1,081 | 11,741 | 8,288 | 7,763 | 0 | 0 | 0 |
| 16024 | Coffee | Gentiva Health Services | 30 | 8/1/1980 | 9 | 629 | 424 | 320 | 301 | 25,749 | 23,992 | 24,921 | 0 | 0 | 0 |
| 19084 | Davidson | Gentiva Health Services | 49 | 8/22/1984 | 12 | 1,239 | 1,003 | 831 | 869 | 37,598 | 30,585 | 27,359 | 0 | 0 | 0 |
| 95074 | Wilson | Gentiva Health Services | 41 | 1/10/1983 | 15 | 1,482 | 1,380 | 1,203 | 1,109 | 36,302 | 50,988 | 57,946 | 8,049 | 9,292 | 7,779 |
| 94074 | Williamson | Guardian Home Care of Nashville, LLC | 607 | 5/24/2001 | 14 | 1,365 | 1,370 | 1,668 | 1,810 | 1,651 | 1,349 | 9,019 | 20,033 | 29,053 | 29,052 |
| 94094 | Williamson | Health at Home | 617 | 12/7/1984 | 1 | 58 | 125 | 58 | 125 | 7,276 | 7,084 | 6,887 | 0 | 0 | 0 |
| 40075 | Henry | Henry County Medical Center Home Health | 122 | 12/7/1984 | 12 | 399 | 363 | 408 | 428 | 8,102 | 6,752 | 7,096 | 0 | 708 | 1,329 |
| 02024 | Bedford | Heritage Home Health | 4 | 5/4/1984 | 7 | 280 | 241 | 421 | 485 | 15,591 | 12,875 | 15,397 | 71,181 | 69,859 | 81,226 |
| 71014 | Putnam | Highland Rim Home Health Agency | 197 | 5/2/1978 | 14 | 495 | 574 | 497 | 549 | 15,285 | 14,764 | 16,154 | 0 | 0 | 0 |
| 83114 | Sumner | Highpoint Homecare (Summer Homecare) | 258 | 9/7/1984 | 7 | 738 | 855 | 816 | 1,103 | 88,519 | 75,462 | 69,300 | 0 | 0 | 905 |
| 19544 | Davidson | Home Care Solutions, Inc (LHC HomeCare o | 56 | 9/7/1988 | 95 | 2,080 | 1,930 | 1,689 | 1,813 | 56,975 | 50,875 | 42,113 | 545,786 | 600,187 | 521,678 |
| 19584 | Davidson | Home Health Care of Middle Tennessee | 46 | 12/20/1982 | 14 | 3,914 | 2,963 | 2,975 | 2,998 | 15,274 | 27,464 | 29,192 | 0 | 0 | 0 |
| 19364 | Davidson | Intrepid USA Healthcare Services | 34 | 6/20/1984 | 19 | 920 | 766 | 1,389 | 1,146 | 24,378 | 25,189 | 28,173 | 0 | 0 | 0 |
| 89064 | Warren | Intrepid USA Healthcare Services | 263 | 8/1/1984 | 16 | 159 | 822 | 804 | 843 | 10,884 | 4,882 | 8,183 | 326 | 0 | 701 |
| 74064 | Robertson | Lifeline Home Health | 203 | 8/15/1984 | 5 | 428 | 160 | 160 | 277 | 19,768 | 22,844 | 23,711 | 0 | 0 | 0 |
| 60044 | Maury | Maury Regional Home Services | 180 | 5/31/1984 | 8 | 1,220 | 1,151 | 1,553 | 1,489 | 233 | 5,697 | 2,195 | 219,449 | 278,871 | 273,808 |
| 19704 | Davidson | Maxim Healthcare Services, Inc. | 615 | 10/28/2005 | 9 | 106 | 110 | 143 | 143 | 67,883 | 68,396 | 69,334 | 0 | 0 | 0 |
| 60024 | Maury | NHC Homecare | 181 | 11/22/1977 | 21 | 2,134 | 2,408 | 2,591 | 2,517 | 29,436 | 47,116 | 51,125 | 0 | 0 | 0 |
| 74054 | Robertson | NHC Homecare | 205 | 1/12/1984 | 7 | 909 | 1,332 | 1,842 | 2,000 | 97,592 | 99,730 | 95,199 | 0 | 0 | 0 |
| 75024 | Rutherford | NHC Homecare | 208 | 5/17/1976 | 24 | 3,269 | 3,776 | 4,180 | 4,270 | 2,946 | 2,855 | 3,956 | 0 | 0 | 0 |
| 19374 | Davidson | Premiere Home Health, Inc | 35 | 6/7/1984 | 1 | 87 | 81 | 79 | 79 | 2,946 | 3,186 | 5,493 | 0 | 0 | 1,617 |
| 41034 | Hickman | St. Thomas Home Health (Hickman Co. HH) | 125 | 6/1/1984 | 8 | 134 | 214 | 311 | 370 | 50,699 | 64,599 | 72,648 | 77,744 | 96,612 | 22,190 |
| 16034 | Coffee | Suncrest Home Health | 29 | 4/16/1984 | 15 | 1,114 | 1,588 | 2,122 | 1,667 | | | | | | |

Table Five: Patients Served By Home Health Agencies Licensed in Maxim's Service Area Counties

| Health Statistics ID Number | County of Parent Office | Home Health Agency Name | Agency License Number | Date Agency Licensed | of TN Counties in Agency License | JAR Total Patients Served in TN | 2013 JAR Total Patients | 2014 JAR Total Patients | 2015 JAR Total Patients | 2013 JAR Total Visits | 2014 JAR Total Visits | 2015 JAR Total Visits | 2013 JAR Total Hours | 2014 JAR Total Hours | 2015 JAR Total Hours |
|-----------------------------|-------------------------|---|-----------------------|----------------------|----------------------------------|---------------------------------|-------------------------|-------------------------|-------------------------|-----------------------|-----------------------|-----------------------|----------------------|----------------------|----------------------|
| 19324 | Davidson | Suncrest Home Health | 70 | 5/30/1984 | 12 | 6,710 | 5,490 | 4,624 | 4,502 | 144,316 | 101,251 | 93,133 | 195,646 | 160,261 | 150,307 |
| 21024 | Dekalb | Suncrest Home Health | 60 | 5/28/1982 | 7 | 1,501 | 1,568 | 2,485 | 2,663 | 64,778 | 78,067 | 99,227 | 106,743 | 108,104 | 20,447 |
| 63044 | Montgomery | Suncrest Home Health of Nashville, Inc. | 293 | 2/1/1984 | 11 | 381 | 587 | 1,276 | 864 | 39,317 | 35,962 | 25,772 | 24,499 | 30,677 | 37,490 |
| 03025 | Benton | Tennessee Quality Homecare - Northwest | 8 | 3/14/1983 | 15 | 1,128 | 1,164 | 1,173 | 1,381 | 31,200 | 30,013 | 39,613 | 0 | 0 | 0 |
| 20045 | Decatur | Tennessee Quality Homecare - Southwest | 221 | 3/19/1984 | 15 | 1,082 | 1,080 | 988 | 1,043 | 37,708 | 25,269 | 33,261 | 0 | 0 | 0 |
| 19394 | Davidson | Vanderbilt Community & Home Services | 43 | 6/8/1984 | 20 | 1,230 | 1,879 | 1,700 | 1,907 | 10,842 | 12,471 | 14,214 | 81,646 | 86,382 | 84,952 |
| 94084 | Williamson | Vanderbilt HC Affiliated w/Walgreens IV & | 604 | 9/15/2000 | 33 | 86 | 67 | 135 | 309 | 424 | 9 | 1,048 | 858 | 682 | 2,090 |
| 19314 | Davidson | Vanderbilt Home Care Services | 65 | 9/26/1983 | 7 | | 1,812 | 1,590 | 1,788 | 24,765 | 27,292 | 25,914 | 0 | 0 | 0 |
| 20055 | Decatur | Volunteer Homecare of West Tennessee | 63 | 6/11/1984 | 17 | 1,503 | 1,534 | 1,797 | 1,833 | 51,090 | 56,803 | 50,730 | 199,882 | 220,219 | 197,965 |
| 19694 | Davidson | Willowbrook Home Health Care Agency | 259 | 10/29/1981 | 36 | 2,149 | 1,565 | 1,283 | 1,512 | 13,754 | 28,046 | 31,834 | 0 | 0 | 0 |
| | | TOTALS | | | | 53,087 | 61,056 | 61,457 | 59,434 | 1,601,688 | 1,515,769 | 1,547,967 | 2,688,124 | 1,857,291 | 2,535,734 |

Source: TDH; 2013-2015 Joint Annual Reports of Home Health Agencies
Coram and Alere agencies are in the process of expanding to Statewide coverage under recently granted CON's.

C(I).6. PROVIDE APPLICABLE UTILIZATION AND/OR OCCUPANCY STATISTICS FOR YOUR INSTITUTION FOR EACH OF THE PAST THREE (3) YEARS AND THE PROJECTED ANNUAL UTILIZATION FOR EACH OF THE TWO (2) YEARS FOLLOWING COMPLETION OF THE PROJECT. ADDITIONALLY, PROVIDE THE DETAILS REGARDING THE METHODOLOGY USED TO PROJECT UTILIZATION. THE METHODOLOGY MUST INCLUDE DETAILED CALCULATIONS OR DOCUMENTATION FROM REFERRAL SOURCES, AND IDENTIFICATION OF ALL ASSUMPTIONS.

The relocated agency's historical and projected utilization is provided in Table Six below. The first full year of operation at the new site will be CY2017.

| Table Six: Maxim Healthcare Services (9 counties) Historic and Projected Utilization 2013-2015 | | | | | | |
|---|-------------|-------------|-------------|--------------|--------------|--------------|
| | 2013 | 2014 | 2015 | *2016 | *2017 | *2018 |
| Patients | 106 | 110 | 143 | 180 | 216 | 259 |
| Visits | 233 | 5697 | 2195 | 2195 | 2195 | 2195 |
| Hours | 219,449 | 278,871 | 342,355 | 420,000 | 504,000 | 604,800 |

*estimate

Projection Methodology:

1. PATIENTS: The average patient growth rate each year between 2013 and 2015 was 20%. The same growth rate was used to determine 2017-2018 estimated growth.

2. VISITS: We factored in 0% growth for the # of visits in 2017-2018 since Maxim Healthcare does not focus on that specific type of patient care. ("Visit" patients are associated with Medicare and commercial intermittent-type services, whereas "hours" are associated with private-duty services like those we render).

3. HOURS: The average hours growth rate each year between 2013 and 2015 was 24%. To be conservative, we estimated a growth rate of 20% for 2017-2018.

C(II)1. PROVIDE THE COST OF THE PROJECT BY COMPLETING THE PROJECT COSTS CHART ON THE FOLLOWING PAGE. JUSTIFY THE COST OF THE PROJECT.

- **ALL PROJECTS SHOULD HAVE A PROJECT COST OF AT LEAST \$3,000 ON LINE F (MINIMUM CON FILING FEE). CON FILING FEE SHOULD BE CALCULATED ON LINE D.**

- **THE COST OF ANY LEASE (BUILDING, LAND, AND/OR EQUIPMENT) SHOULD BE BASED ON FAIR MARKET VALUE OR THE TOTAL AMOUNT OF THE LEASE PAYMENTS OVER THE INITIAL TERM OF THE LEASE, WHICHEVER IS GREATER. NOTE: THIS APPLIES TO ALL EQUIPMENT LEASES INCLUDING BY PROCEDURE OR "PER CLICK" ARRANGEMENTS. THE METHODOLOGY USED TO DETERMINE THE TOTAL LEASE COST FOR A "PER CLICK" ARRANGEMENT MUST INCLUDE, AT A MINIMUM, THE PROJECTED PROCEDURES, THE "PER CLICK" RATE AND THE TERM OF THE LEASE.**

- **THE COST FOR FIXED AND MOVEABLE EQUIPMENT INCLUDES, BUT IS NOT NECESSARILY LIMITED TO, MAINTENANCE AGREEMENTS COVERING THE EXPECTED USEFUL LIFE OF THE EQUIPMENT; FEDERAL, STATE, AND LOCAL TAXES AND OTHER GOVERNMENT ASSESSMENTS; AND INSTALLATION CHARGES, EXCLUDING CAPITAL EXPENDITURES FOR PHYSICAL PLANT RENOVATION OR IN-WALL SHIELDING, WHICH SHOULD BE INCLUDED UNDER CONSTRUCTION COSTS OR INCORPORATED IN A FACILITY LEASE.**

- **FOR PROJECTS THAT INCLUDE NEW CONSTRUCTION, MODIFICATION, AND/OR RENOVATION; DOCUMENTATION MUST BE PROVIDED FROM A CONTRACTOR AND/OR ARCHITECT THAT SUPPORT THE ESTIMATED CONSTRUCTION COSTS.**

The contractor's letter supporting the construction cost estimate is provided in Attachment C, Economic Feasibility--1.

On the Project Costs Chart, following this response:

Line A.2, legal, administrative, and consultant fees, include a contingency for expenses of an administrative appeals hearing.

Line A.5, construction cost, is an estimate provided by the contractor.

Line A.7 reflects furnishings and office equipment other than what is being moved from Nashville.

Line B.1 is the fair market value of the facility being leased, calculated in the two alternative ways required by staff rules. The market value of the building was the larger of these two alternative calculations and was used in the Project Cost Chart.

Lease Outlay Method:

7 years first lease term; annual lease cost stated on page iii of lease document; total of 7 years' lease payments will be \$2,749,648.

Pro Rata Building Value Method:

14,871 SF leasehold (the project) / 43,696 SF total building X \$8,088,900 appraised value of the building = \$ 2,750,226 pro rata value of the space to be leased.

**PROJECT COSTS CHART--MAXIM HEALTH CARE SERVICES
RELOCATION OF MIDDLE TENNESSEE PRINCIPAL OFFICE**

A. Construction and equipment acquired by purchase:

| | | |
|---|----|---------|
| 1. Architectural and Engineering Fees | \$ | 11,170 |
| 2. Legal, Administrative, Consultant Fees (Excl CON Filing Fe | | 29,500 |
| 3. Acquisition of Site | | 0 |
| 4. Preparation of Site | | 0 |
| 5. Construction Cost | | 271,250 |
| 6. Contingency Fund (5% of #5) | | 13,563 |
| 7. Fixed Equipment (Not included in Construction Contract) | | 11,378 |
| 8. Moveable Equipment (List all equipment over \$50,000) | | 31,313 |
| 9. Other (Specify) <u>Server, cabling, phones</u> | | 43,688 |
| <u>Space planning and misc. fees</u> | | 32,553 |

B. Acquisition by gift, donation, or lease:

| | |
|---|-----------|
| 1. Facility (inclusive of building and land) FMV Building | 2,750,226 |
| 2. Building only | 0 |
| 3. Land only | 0 |
| 4. Equipment (Specify) _____ | 0 |
| 5. Other (Specify) _____ | 0 |

C. Financing Costs and Fees:

| | |
|--|---|
| 1. Interim Financing | 0 |
| 2. Underwriting Costs | 0 |
| 3. Reserve for One Year's Debt Service | 0 |
| 4. Other (Specify) _____ | 0 |

**D. Estimated Project Cost
(A+B+C)**

3,194,640

E. CON Filing Fee

7,188

F. Total Estimated Project Cost (D+E)

TOTAL \$ align="right">3,201,828

| | |
|--------------------|-----------|
| Actual Capital Cos | 451,602 |
| Section B FMV | 2,750,226 |

C(II).2. IDENTIFY THE FUNDING SOURCES FOR THIS PROJECT.

a. PLEASE CHECK THE APPLICABLE ITEM(S) BELOW AND BRIEFLY SUMMARIZE HOW THE PROJECT WILL BE FINANCED. (DOCUMENTATION FOR THE TYPE OF FUNDING MUST BE INSERTED AT THE END OF THE APPLICATION, IN THE CORRECT ALPHANUMERIC ORDER AND IDENTIFIED AS ATTACHMENT C, ECONOMIC FEASIBILITY--2).

☐ **A. Commercial Loan--Letter from lending institution or guarantor stating favorable initial contact, proposed loan amount, expected interest rates, anticipated term of the loan, and any restrictions or conditions;**

☐ **B. Tax-Exempt Bonds--copy of preliminary resolution or a letter from the issuing authority, stating favorable contact and a conditional agreement from an underwriter or investment banker to proceed with the issuance;**

☐ **C. General Obligation Bonds--Copy of resolution from issuing authority or minutes from the appropriate meeting;**

☐ **D. Grants--Notification of Intent form for grant application or notice of grant award;**

☒ **E. Cash Reserves--Appropriate documentation from Chief Financial Officer; or**

☐ **F. Other--Identify and document funding from all sources.**

The project will be funded by the applicant's cash reserves. Documentation of financing is provided in Attachment C, Economic Feasibility--2.

C(II).3. DISCUSS AND DOCUMENT THE REASONABLENESS OF THE PROPOSED PROJECT COSTS. IF APPLICABLE, COMPARE THE COST PER SQUARE FOOT OF CONSTRUCTION TO SIMILAR PROJECTS RECENTLY APPROVED BY THE HSDA.

The applicant is leasing space at market rates for comparable office space and the renovation required is what all new office building tenants require: updated wall coverings, carpet, etc. and some relocation of new interior walls. This is done at market rates with competitive bidding, and is being completed by the lessor, not the applicant. It is not feasible to attempt to compare this renovation cost to other office renovation costs.

C(II).4. COMPLETE HISTORICAL AND PROJECTED DATA CHARTS ON THE FOLLOWING TWO PAGES--DO NOT MODIFY THE CHARTS PROVIDED OR SUBMIT CHART SUBSTITUTIONS. HISTORICAL DATA CHART REPRESENTS REVENUE AND EXPENSE INFORMATION FOR THE LAST THREE (3) YEARS FOR WHICH COMPLETE DATA IS AVAILABLE FOR THE INSTITUTION. PROJECTED DATA CHART REQUESTS INFORMATION FOR THE TWO YEARS FOLLOWING COMPLETION OF THIS PROPOSAL. PROJECTED DATA CHART SHOULD INCLUDE REVENUE AND EXPENSE PROJECTIONS FOR THE PROPOSAL ONLY (I.E., IF THE APPLICATION IS FOR ADDITIONAL BEDS, INCLUDE ANTICIPATED REVENUE FROM THE PROPOSED BEDS ONLY, NOT FROM ALL BEDS IN THE FACILITY).

See the following pages for these charts, with notes where applicable.

HISTORICAL DATA CHART -- MAXIM HEALTHCARE SERVICES (DAVIDSON COUNTY)

Give information for the last three (3) years for which complete data are available for the facility or agency.

The fiscal year begins in January.

| | | Year 2013_ | Year 2014 | Year 2015 |
|--|------------------|--------------|---------------|---------------|
| | PATIENTS | 106 | 110 | 143 |
| A. Utilization Data | HOURS | 219,449 | 278,871 | 342,355 |
| B. Revenue from Services to Patients | | | | |
| 1. Inpatient Services | | \$ | | |
| 2. Outpatient Services | In-Home Services | 9,238,910 | 10,108,666 | 12,907,624 |
| 3. Emergency Services | | | | |
| 4. Other Operating Revenue | | | | |
| (Specify) <u>See notes page</u> | | | | |
| Gross Operating Revenue | | \$ 9,238,910 | \$ 10,108,666 | \$ 12,907,624 |
| C. Deductions for Operating Revenue | | | | |
| 1. Contractual Adjustments | | \$ | | |
| 2. Provision for Charity Care | | | | |
| 3. Provisions for Bad Debt | | (45,429) | (15,621) | (155,991) |
| Total Deductions | | \$ (45,429) | \$ (15,621) | \$ (155,991) |
| NET OPERATING REVENUE | | \$ 9,193,481 | \$ 10,093,045 | \$ 12,751,633 |
| D. Operating Expenses | | | | |
| 1. Salaries and Wages | | \$ 5,966,821 | 6,790,906 | 8,666,843 |
| 2. Physicians Salaries and Wages | | | | |
| 3. Supplies | | 56,846 | 64,668 | 73,128 |
| 4. Taxes | | 864,541 | 1,045,919 | 1,370,232 |
| 5. Depreciation | | 15,333 | 18,381 | 22,070 |
| 6. Rent | | 91,309 | 81,095 | 86,031 |
| 7. Interest, other than Capital | | 48,565 | 46,734 | 61,491 |
| 8. Management Fees | | | | |
| a. Fees to Affiliates | | | | |
| b. Fees to Non-Affiliates | | | | |
| 9. Other Expenses (Specify) <u>Administrative Overhead</u> | | 1,264,953 | 1,235,263 | 1,255,639 |
| Total Operating Expenses | | \$ 8,308,368 | 9,282,965 | 11,535,434 |
| E. Other Revenue (Expenses) -- Net (Specify) | | \$ | \$ | \$ |
| NET OPERATING INCOME (LOSS) | | \$ 885,113 | \$ 810,080 | \$ 1,216,200 |
| F. Capital Expenditures | | | | |
| 1. Retirement of Principal | | \$ | \$ | \$ |
| 2. Interest | | | | |
| Total Capital Expenditures | | \$ 0 | \$ 0 | \$ 0 |
| NET OPERATING INCOME (LOSS) | | | | |
| LESS CAPITAL EXPENDITURES | | \$ 885,113 | \$ 810,080 | \$ 1,216,200 |

PROJECTED DATA CHART-- MAXIM HEALTHCARE SERVICES (DAVIDSON COUNTY)

Give information for the two (2) years following the completion of this proposal.

The fiscal year begins in January.

| | | CY 2017 | CY 2018 |
|---|---|----------------------|----------------------|
| | PATIENTS | 216 | 259 |
| A. Utilization Data | HOURS | 504,000 | 604,800 |
| B. Revenue from Services to Patients | | | |
| 1. Inpatient Services | | \$ | \$ |
| 2. Outpatient Services | In-Home Services | 19,538,828 | 23,446,594 |
| 3. Emergency Services | | | |
| 4. Other Operating Revenue (Specify <u>See notes page</u>) | | | |
| | Gross Operating Revenue | \$ 19,538,828 | \$ 23,446,594 |
| C. Deductions for Operating Revenue | | | |
| 1. Contractual Adjustments | | \$ | \$ |
| 2. Provision for Charity Care | | | |
| 3. Provisions for Bad Debt | | (33,526) | (40,232) |
| | Total Deductions | \$ (33,526) | \$ (40,232) |
| NET OPERATING REVENUE | | \$ 19,505,302 | \$ 23,406,362 |
| D. Operating Expenses | | | |
| 1. Salaries and Wages | | \$ 12,853,568 | \$ 15,424,281 |
| 2. Physicians Salaries and Wages | | | |
| 3. Supplies | | 110,698 | 132,837 |
| 4. Taxes | | 2,074,180 | 2,489,016 |
| 5. Depreciation | | 33,408 | 40,089 |
| 6. Rent | | 369,631 | 378,876 |
| 7. Interest, other than Capital | | | |
| 8. Management Fees | | | |
| a. Fees to Affiliates | | | |
| b. Fees to Non-Affiliates | | | |
| 9. Other Expenses (Specify <u>Administrative Overhead</u>) | | 1,900,715 | 2,280,858 |
| | <small>Dues, Utilities, Insurance, and Prop Taxes</small> | | |
| | Total Operating Expenses | \$ 17,342,199 | \$ 20,745,957 |
| E. Other Revenue (Expenses) -- Net (Specify) | | \$ | \$ |
| NET OPERATING INCOME (LOSS) | | \$ 2,163,103 | \$ 2,660,405 |
| F. Capital Expenditures | | | |
| 1. Retirement of Principal | | \$ | \$ |
| 2. Interest | | | |
| | Total Capital Expenditures | \$ 0 | \$ 0 |
| NET OPERATING INCOME (LOSS) | | | |
| LESS CAPITAL EXPENDITURES | | \$ 2,163,103 | \$ 2,660,405 |

| Data for CON Summary of Revenue Statistics | | |
|--|------|------|
| | Yr 1 | Yr 2 |
| GR (IP) per visit | \$0 | \$0 |
| GR (IP+OP) per visit | \$39 | \$39 |
| Deducts per visit | \$0 | \$0 |
| NOR per visit | \$39 | \$39 |
| NOI after expenses, per visit | \$4 | \$4 |

C(II).5. PLEASE IDENTIFY THE PROJECT'S AVERAGE GROSS CHARGE, AVERAGE DEDUCTION FROM OPERATING REVENUE, AND AVERAGE NET CHARGE.

| Table Seven: Average Charges, Deductions, and Net Charges | | |
|---|-------------|-------------|
| | 2017 | 2018 |
| Hours | 504,000 | 604,800 |
| Average Total Agency Gross Revenue, per Hour | \$38.77 | \$38.77 |
| Average Total Agency Deduction, Per Hour | \$.47 | \$.47 |
| Average Total Agency Net Charge (Net Operating Revenue), Per Hour | \$38.30 | \$38.30 |
| Average Total Agency Net Operating Income After Capital Expenditure, Per Hour | \$3.36 | \$3.47 |

Source: Projected Data Chart

C(II).6.A. PLEASE PROVIDE THE CURRENT AND PROPOSED CHARGE SCHEDULES FOR THE PROPOSAL. DISCUSS ANY ADJUSTMENT TO CURRENT CHARGES THAT WILL RESULT FROM THE IMPLEMENTATION OF THE PROPOSAL. ADDITIONALLY, DESCRIBE THE ANTICIPATED REVENUE FROM THE PROPOSED PROJECT AND THE IMPACT ON EXISTING PATIENT CHARGES.

Table Eight below projects that data for Year One at the new location. These are approximately the same charges that are currently in place for the existing principal location. The proposed move will have no impact on the fee schedule.

| Table Eight: Costs and Charges Per Unit of Service, 2017 | | | | |
|---|-----------------------|-------------------------|----------------------|------------------------|
| Service | Cost Per Visit | Charge Per Visit | Cost Per Hour | Charge Per Hour |
| Skilled Nursing | \$46.40 | \$85 | \$24.36 | \$38 |
| Home Health Aide | \$17.40 | \$29 | \$12.76 | \$21 |

C(II).6.B. COMPARE THE PROPOSED CHARGES TO THOSE OF SIMILAR FACILITIES IN THE SERVICE AREA/ADJOINING SERVICE AREAS, OR TO PROPOSED CHARGES OF PROJECTS RECENTLY APPROVED BY THE HSDA. IF APPLICABLE, COMPARE THE PROJECTED CHARGES OF THE PROJECT TO THE CURRENT MEDICARE ALLOWABLE FEE SCHEDULE BY COMMON PROCEDURE TERMINOLOGY (CPT) CODE(S).

The applicant's charges are comparable to those of other agencies providing similar home health services. Please see Table Nine below. The data are taken from several similar agencies' Joint Annual Reports for CY2015. Dashes indicate that the agency did not report that statistic.

| Table Nine: Comparative Charges for Service, 2015 | | | | | |
|--|---------------------------------|---------------------------------|------------------------------|---------------------------------|------------------------------|
| State ID | Agency Name | HH Aide | | Skilled Nursing | |
| | | Average Charge Per Visit | Average Charge Per Hr | Average Charge Per Visit | Average Charge Per Hr |
| 19704 | Maxim Healthcare Services | - | \$19 | \$102 | \$36 |
| 19724 | Careall Homecare Services | - | \$18 | - | \$31 |
| 19494 | Elk Valley Health Services | \$40 | \$22 | \$79 | \$35 |
| 19614 | Friendship Home Services | - | - | - | - |
| 19584 | Home Health Care of Middle TN | - | - | - | - |
| 19324 | Suncrest Home Health | - | \$22 | - | \$40 |
| 19394 | Vanderbilt Community & Home Svc | \$85 | \$35 | \$185 | \$60 |

C(II).7. DISCUSS HOW PROJECTED UTILIZATION RATES WILL BE SUFFICIENT TO MAINTAIN COST-EFFECTIVENESS.

The applicant is already well-utilized and cost-effective; its utilization has been increasing; the projected utilization in prior sections of the application indicates continued cost-effectiveness.

C(II).8. DISCUSS HOW FINANCIAL VIABILITY WILL BE ENSURED WITHIN TWO YEARS; AND DEMONSTRATE THE AVAILABILITY OF SUFFICIENT CASH FLOW UNTIL FINANCIAL VIABILITY IS MAINTAINED.

The applicant is financially viable. This change of principal office will not adversely impact its positive cash flow.

C(II).9. DISCUSS THE PROJECT'S PARTICIPATION IN STATE AND FEDERAL REVENUE PROGRAMS, INCLUDING A DESCRIPTION OF THE EXTENT TO WHICH MEDICARE, TENNCARE/MEDICAID, AND MEDICALLY INDIGENT PATIENTS WILL BE SERVED BY THE PROJECT. IN ADDITION, REPORT THE ESTIMATED DOLLAR AMOUNT OF REVENUE AND PERCENTAGE OF TOTAL PROJECT REVENUE ANTICIPATED FROM EACH OF TENNCARE, MEDICARE, OR OTHER STATE AND FEDERAL SOURCES FOR THE PROPOSAL'S FIRST YEAR OF OPERATION.

Please see Table Ten below. The project will serve TennCare/Medicaid patients. Its service to Medicare patients will be to an estimated single patient, to secure a Medicare provider number (which the State now requires in order for a home health agency to participate in TennCare). No actual NET revenue will be received from Medicare.

| Table Ten: Payor Mix of Project Years One and Two (CY2017-2018) | | | | |
|--|--------------------------|----------------------|---------------------------|----------------------|
| | Year One (CY2017) | | Year Two (CY 2018) | |
| | Gross Rev. | Percent of GR | Gross Rev | Percent of GR |
| TennCare | \$15,604,241 | 80% | \$18,725,090 | 80% |
| Commercial | \$3,901,060 | 20% | \$4,681,273 | 20% |
| Self-Pay | 0 | 0 | 0 | 0 |
| Charity | 0 | 0 | 0 | 0 |
| Other | 0 | 0 | 0 | 0 |
| Totals | \$19,505,302 | 100% | \$23,406,363 | 100% |

Home Health agencies that specialize in hourly care (private duty) generally do not provide charity patient care. For example, the six private duty agencies listed in response C(II)6.B above collectively reported a total of \$95,569,307 in gross charges, of which only \$8,343, or .009% (9 thousandths of one percent) were charity care. Four of the six agencies reported zero charity care. Nevertheless, Maxim Healthcare reported more than \$22,000 in sales adjustments in 2015 for services rendered in the 9 counties.

C(II).10. PROVIDE COPIES OF THE BALANCE SHEET AND INCOME STATEMENT FROM THE MOST RECENT REPORTING PERIOD OF THE INSTITUTION, AND THE MOST RECENT AUDITED FINANCIAL STATEMENTS WITH ACCOMPANYING NOTES, IF APPLICABLE. FOR NEW PROJECTS, PROVIDE FINANCIAL INFORMATION FOR THE CORPORATION, PARTNERSHIP, OR PRINCIPLE PARTIES INVOLVED WITH THE PROJECT. COPIES MUST BE INSERTED AT THE END OF THE APPLICATION, IN THE CORRECT ALPHANUMERIC ORDER AND LABELED AS ATTACHMENT C, ECONOMIC FEASIBILITY--10.

These are provided as Attachment C, Economic Feasibility--10.

C(II)11. DESCRIBE ALL ALTERNATIVES TO THIS PROJECT WHICH WERE CONSIDERED AND DISCUSS THE ADVANTAGES AND DISADVANTAGES OF EACH ALTERNATIVE, INCLUDING BUT NOT LIMITED TO:

A. A DISCUSSION REGARDING THE AVAILABILITY OF LESS COSTLY, MORE EFFECTIVE, AND/OR MORE EFFICIENT ALTERNATIVE METHODS OF PROVIDING THE BENEFITS INTENDED BY THE PROPOSAL. IF DEVELOPMENT OF SUCH ALTERNATIVES IS NOT PRACTICABLE, THE APPLICANT SHOULD JUSTIFY WHY NOT, INCLUDING REASONS AS TO WHY THEY WERE REJECTED.

The applicant has no alternative due to need to increase necessary administrative space that is not available at current location and the lack of alternative leased space that is more suitable than the proposed space.

B. THE APPLICANT SHOULD DOCUMENT THAT CONSIDERATION HAS BEEN GIVEN TO ALTERNATIVES TO NEW CONSTRUCTION, E.G., MODERNIZATION OR SHARING ARRANGEMENTS. IT SHOULD BE DOCUMENTED THAT SUPERIOR ALTERNATIVES HAVE BEEN IMPLEMENTED TO THE MAXIMUM EXTENT PRACTICABLE.

The project uses only leased space.

C(III).1. LIST ALL EXISTING HEALTH CARE PROVIDERS (I.E., HOSPITALS, NURSING HOMES, HOME CARE ORGANIZATIONS, ETC.) MANAGED CARE ORGANIZATIONS, ALLIANCES, AND/OR NETWORKS WITH WHICH THE APPLICANT CURRENTLY HAS OR PLANS TO HAVE CONTRACTUAL AND/OR WORKING RELATIONSHIPS, E.G., TRANSFER AGREEMENTS, CONTRACTUAL AGREEMENTS FOR HEALTH SERVICES.

The applicant does not have written emergency transfer agreements. The home health patient is at home, and is not institutionalized, and so is not subject to transfer by an attending physician or by the home health agency. However, all Maxim Healthcare field staff are trained in emergency response procedures. They maintain contact numbers for emergency response teams, and they train the patients' family caregivers how to involve the emergency response system if needed. The agency will also maintain regular communications with all local hospitals and nursing homes whose medical staff may have the need to transfer a patient into the home care setting.

C(III).2. DESCRIBE THE POSITIVE AND/OR NEGATIVE EFFECTS OF THE PROPOSAL ON THE HEALTH CARE SYSTEM. PLEASE BE SURE TO DISCUSS ANY INSTANCES OF DUPLICATION OR COMPETITION ARISING FROM YOUR PROPOSAL, INCLUDING A DESCRIPTION OF THE EFFECT THE PROPOSAL WILL HAVE ON THE UTILIZATION RATES OF EXISTING PROVIDERS IN THE SERVICE AREA OF THE PROJECT.

This project is to relocate the principal administrative office only. The project will have no negative effect on the healthcare system. The positive aspect of this project is that it allows the applicant to expand and improve administrative services for existing patients.

C(III).3. PROVIDE THE CURRENT AND/OR ANTICIPATED STAFFING PATTERN FOR ALL EMPLOYEES PROVIDING PATIENT CARE FOR THE PROJECT. THIS CAN BE REPORTED USING FTE'S FOR THESE POSITIONS. IN ADDITION, PLEASE COMPARE THE CLINICAL STAFF SALARIES IN THE PROPOSAL TO PREVAILING WAGE PATTERNS IN THE SERVICE AREA AS PUBLISHED BY THE TENNESSEE DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT AND/OR OTHER DOCUMENTED SOURCES.

The Department of Labor and Workforce Development website indicates the following annual salary information for clinical employees of the type in this project, for this service area.

| Table Eleven: TDOL Surveyed Average Salaries for the Region | | | | |
|--|-------------|----------|----------|-------------|
| Position | Entry Level | Mean | Median | Experienced |
| RN | \$45,906 | \$59,308 | \$58,872 | \$66,019 |
| LPN | \$28,080 | \$34,510 | \$34,810 | \$37,730 |
| HH Aide | \$16,848 | \$19,438 | \$19,244 | \$20,738 |

Source: TDLWD Occupational Wages Surveys, 2015.

Please see Table Twelve on the following page for projected FTE's and salary ranges.

| Table Twelve: Maxim Healthcare Services, Davidson County Projected Staffing | | | |
|--|-----------------------------|-----------------------------|------------------------|
| Position Type (RN, etc.) | Yr 1 (2017) FTE's | Yr 2 (2018) FTE's | Annual Salary Range |
| Office Positions, Management and Clinical | | | |
| Director of Business Operations | 1.0 | 1.0 | 85,000-90,000 |
| Director of Clinical Operations, RN | 1.0 | 1.0 | 75,000-85,000 |
| Clinical Manager, RN | 1.0 | 1.0 | 65,000-70,000 |
| Recruiter | 8.0 | 10.0 | 43,000-48,000 |
| RN Clinical Supervisor | 6.0 | 7.0 | 52,000-56,000 |
| Field Support Specialist (Administrative Staff) | 6.0 | 7.0 | 27,000-31,000 |
| Subtotal, Office FTE's | 23.0 | 27.0 | |
| | | | |
| Clinical Positions in Field (Direct Patient Care) | | | |
| Home Health Aide | 24.0 | 29.0 | |
| Licensed Practical Nurse | 156.0 | 187.0 | |
| Registered Nurse | 48.0 | 58.0 | |
| Subtotal, Field FTE's | 228.0 | 274.0 | |
| | | | |
| Total, Office and Field FTE's | 251.0 | 301.0 | |

Source: Maxim Management

C(III).4. DISCUSS THE AVAILABILITY OF AND ACCESSIBILITY TO HUMAN RESOURCES REQUIRED BY THE PROPOSAL, INCLUDING ADEQUATE PROFESSIONAL STAFF, AS PER THE DEPARTMENT OF HEALTH, THE DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES, AND/OR THE DIVISION OF MENTAL RETARDATION SERVICES LICENSING REQUIREMENTS.

Maxim has been able to appropriately staff the existing principal office, and the proposed change of its location will not impact the ability to continue to staff appropriately. No clinical staff increases or decreases in the near future are attributable to relocating the principal office address. Maxim is very aware of State agency requirements for staffing and operating home health agencies.

C(III).5. VERIFY THAT THE APPLICANT HAS REVIEWED AND UNDERSTANDS THE LICENSING CERTIFICATION AS REQUIRED BY THE STATE OF TENNESSEE FOR MEDICAL/CLINICAL STAFF. THESE INCLUDE, WITHOUT LIMITATION, REGULATIONS CONCERNING PHYSICIAN SUPERVISION, CREDENTIALING, ADMISSIONS PRIVILEGES, QUALITY ASSURANCE POLICIES AND PROGRAMS, UTILIZATION REVIEW PPOLICIES AND PROGRAMS, RECORD KEEPING, AND STAFF EDUCATION.

The applicant so verifies.

C(III).6. DISCUSS YOUR HEALTH CARE INSTITUTION'S PARTICIPATION IN THE TRAINING OF STUDENTS IN THE AREAS OF MEDICINE, NURSING, SOCIAL WORK, ETC. (I.E., INTERNSHIPS, RESIDENCIES, ETC.).

None.

C(III).7(a). PLEASE VERIFY, AS APPLICABLE, THAT THE APPLICANT HAS REVIEWED AND UNDERSTANDS THE LICENSURE REQUIREMENTS OF THE DEPARTMENT OF HEALTH, THE DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES, THE DIVISION OF MENTAL RETARDATION SERVICES, AND/OR ANY APPLICABLE MEDICARE REQUIREMENTS.

The applicant so verifies.

C(III).7(b). PROVIDE THE NAME OF THE ENTITY FROM WHICH THE APPLICANT HAS RECEIVED OR WILL RECEIVE LICENSURE, CERTIFICATION, AND/OR ACCREDITATION

| | |
|-----------------------|--|
| LICENSURE: | Board for Licensure of Healthcare Facilities Tennessee Department of Health |
| CERTIFICATION: | Medicare Certification from CMS TennCare Certification from TennCare Bureau (3 MCO'S) |
| ACCREDITATION: | Accreditation Commission for Health Care |

C(III).7(c). IF AN EXISTING INSTITUTION, PLEASE DESCRIBE THE CURRENT STANDING WITH ANY LICENSING, CERTIFYING, OR ACCREDITING AGENCY OR AGENCY.

The applicant's existing principal location in Nashville, Tennessee is currently licensed in good standing by the Board for Licensing Health Care Facilities, certified for participation in Medicare and Medicaid/TennCare, and accredited by the Accreditation Commission for Health Care.

C(III).7(d). FOR EXISTING LICENSED PROVIDERS, DOCUMENT THAT ALL DEFICIENCIES (IF ANY) CITED IN THE LAST LICENSURE CERTIFICATION AND INSPECTION HAVE BEEN ADDRESSED THROUGH AN APPROVED PLAN OF CORRECTION. PLEASE INCLUDE A COPY OF THE MOST RECENT LICENSURE/CERTIFICATION INSPECTION WITH AN APPROVED PLAN OF CORRECTION.

The existing principal location has had multiple surveys from the Department of Health. A copy of the most recent recertification survey which resulted in zero deficiencies is provided in Attachment C, Orderly Development--7(C).

C(III)8. DOCUMENT AND EXPLAIN ANY FINAL ORDERS OR JUDGMENTS ENTERED IN ANY STATE OR COUNTRY BY A LICENSING AGENCY OR COURT AGAINST PROFESSIONAL LICENSES HELD BY THE APPLICANT OR ANY ENTITIES OR PERSONS WITH MORE THAN A 5% OWNERSHIP INTEREST IN THE APPLICANT. SUCH INFORMATION IS TO BE PROVIDED FOR LICENSES REGARDLESS OF WHETHER SUCH LICENSE IS CURRENTLY HELD.

In September of 2011, Maxim Healthcare entered into a Civil Settlement Agreement ("Settlement Agreement") with the United States of America, a Deferred Prosecution Agreement ("DPA") with the United States Attorney's Office for the District of New Jersey ("USAONJ"), and a Corporate Integrity Agreement ("CIA") with the Office of Inspector General of the Department of Health and Human Services, to resolve false Medicaid claims submitted by Maxim Healthcare from approximately 1998 to 2009 to federal and state governments.

The DPA ended in September of 2013 as a result of the Company's successful performance under its terms. Maxim Healthcare is in year five of its CIA, and will continue in the agreement at its own election. Maxim Healthcare is subject to monetary fines and, ultimately, exclusion, for failure to comply, but to date, Maxim Healthcare has never been fined.

Every single member of the senior leadership team in place during the time period at issue in the agreements has been replaced and is no longer with the Company. The Company added a seasoned CEO in the healthcare industry, a Chief Medical Officer, Chief Nursing Officer, Compliance Officer and General Counsel.

Maxim Healthcare is allowed to participate in all state and federally funded health programs. There are no restrictions. Nothing in the CIA prohibits Maxim from entering into any contract.

C(III)9. IDENTIFY AND EXPLAIN ANY FINAL CIVIL OR CRIMINAL JUDGMENTS FOR FRAUD OR THEFT AGAINST ANY PERSON OR ENTITY WITH MORE THAN A 5% OWNERSHIP INTEREST IN THE PROJECT.

See response to C(III).8

C(III)10. IF THE PROPOSAL IS APPROVED, PLEASE DISCUSS WHETHER THE APPLICANT WILL PROVIDE THE THSDA AND/OR THE REVIEWING AGENCY INFORMATION CONCERNING THE NUMBER OF PATIENTS TREATED, THE NUMBER AND TYPE OF PROCEDURES PERFORMED, AND OTHER DATA AS REQUIRED.

Yes. The applicant will provide the requested data consistent with Federal HIPAA requirements.

PROOF OF PUBLICATION

Attached

DEVELOPMENT SCHEDULE

1. PLEASE COMPLETE THE PROJECT COMPLETION FORECAST CHART ON THE NEXT PAGE. IF THE PROJECT WILL BE COMPLETED IN MULTIPLE PHASES, PLEASE IDENTIFY THE ANTICIPATED COMPLETION DATE FOR EACH PHASE.

The Project Completion Forecast Chart is provided after this page.

2. IF THE RESPONSE TO THE PRECEDING QUESTION INDICATES THAT THE APPLICANT DOES NOT ANTICIPATE COMPLETING THE PROJECT WITHIN THE PERIOD OF VALIDITY AS DEFINED IN THE PRECEDING PARAGRAPH, PLEASE STATE BELOW ANY REQUEST FOR AN EXTENDED SCHEDULE AND DOCUMENT THE "GOOD CAUSE" FOR SUCH AN EXTENSION.

Not applicable. The applicant anticipates completing the project within the period of validity.

PROJECT COMPLETION FORECAST CHART

Enter the Agency projected Initial Decision Date, as published in Rule 68-11-1609(c):

August 24, 2016 (Assumes Consent Calendar Review)

Assuming the CON decision becomes the final Agency action on that date; indicate the number of days from the above agency decision date to each phase of the completion forecast.

The table below reflects actual dates of construction, which has already begun. The reason it has begun is that the new space will be occupied not only by Maxim Home Health (after CON approval), but at an earlier date by another Maxim company that is not subject to CON review. The staff of the two companies will be mixed across the space so that it is not possible to attribute or allocate a distinct portion of the space to the CON applicant. If the CON is not granted, the applicant will simply not occupy that space.

| PHASE | DAYS REQUIRED | Anticipated Date (MONTH /YEAR) |
|--|---------------|--------------------------------|
| 1. Architectural & engineering contract signed | -- | 2/26/16 |
| 2. Construction documents approved by TDH | NA | NA \ |
| 3. Construction contract signed | -- | 3/24/16 |
| 4. Building permit secured | -- | 3/24/16 |
| 5. Site preparation completed | -- | 3/24/16 |
| 6. Building construction commenced | -- | 3/24/16 |
| 7. Construction 40% complete | -- | 4/15/16 |
| 8. Construction 80% complete | -- | 5/11/16 |
| 9. Construction 100% complete | -- | 5/31/16 |
| 10. * Issuance of license | -- | License is active |
| 11. *Initiation of service | NA | Upon CON approval |
| 12. Final architectural certification of payment | NA | 6/13/16 |
| 13. Final Project Report Form (HF0055) | 60 | 10/24/16 |

*** For projects that do NOT involve construction or renovation: please complete items 10-11 only. Note: If litigation occurs, the completion forecast will be adjusted at the time of the final determination to reflect the actual issue date.**

Public Notices

Public Notices

Public Notices

Continued from last column

NOTICE OF THIS FORECLOSURE IS BEING GIVEN TO

defining the property to be foreclosed or authorized agent, designee

Continued to next column

Continued to next column

PUBLIC NOTICE
NOTICE OF PUBLIC MEETING & REQUEST FOR PUBLIC COMMENT
CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER)
FOR THE 2015 ANNUAL UPDATE TO THE CONSOLIDATED PLAN

Public Hearing: The Metropolitan Development and Housing Agency (MDHA) will host a public hearing on the CAPER on:

Thursday, June 23, 2016, 5:30 p.m.
Randee Rogers Training Center
1419 Rosa L. Parks Blvd.
Nashville, TN 37208.

Public Comment: Beginning Friday, June 10, 2016, the CAPER will be available for public examination and comment. Members of the public may download copies from MDHA's website at <http://www.msha.org> or may request copies by contacting the MDHA Community Development Department at 615-252-8505 or TDD at 615-252-8599. Also, copies will be available at MDHA's Community Development Department, located at 712 South Sixth Street, Nashville, TN 37206, between the hours of 7:30 a.m. and 4:00 p.m., Monday-Friday. MDHA will receive written comments until 3:00 p.m., central time, on Monday, June 27, 2016. Comments may be submitted by hand delivery to MDHA's Community Development Department at the address listed above, electronically at consolidatedplan@mdha.org (Subject: CAPER), faxed to 615-252-8533 (Attention: CAPER), or mailed to MDHA Community Development Department, Attention: CAPER, P.O. Box 846, Nashville, TN 37202.

Purpose and Summary: The CAPER describes the accomplishments of housing and community development activities funded under the Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), and Housing Opportunities for Persons with AIDS (HOPWA) programs during the 2015-2016 program year (April 1, 2015 through March 31, 2016).

Request for Accommodations: MDHA makes every effort to provide reasonable accommodations to assist persons with disabilities. Any person needing assistance in accessing this information or who has other needs that require special accommodations may contact 615-252-8555 or TDD at 615-252-8599.

Para una traducción español de este aviso, por favor llame: 615-252-8505

如果需本通知的中文翻译, 请打电话 615-252-8505

Bỏ nhận một bản dịch Tiếng Việt của thông báo này, vui lòng gọi: 615-252-8505

615-252-8505 أو الاتصال على ترجمة عربية يوتا الدين: 615-252-8505

Haddil had rabio qoraalka oo al-Soomaal lagu tarjumay haddil aad doonayso fadlan naga soo wac: 615-252-8505

Statement of Non-Discrimination: MDHA does not discriminate on the basis of age, race, sex, sexual orientation, gender identity, genetic information, color, national origin, religion, disability or any other legally protected status in admission to, access to, or operations of its programs, services, or activities.



TN-000113272

Public Notices

Public Notices

NOTIFICATION OF INTENT

TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. Sections 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that Maxim Healthcare Services (a home health agency), owned and managed by Maxim Healthcare Services, Inc. (a corporation), intends to file an application for a Certificate of Need to relocate its principal office from 2416 21st Avenue South, Nashville, TN 37212 (in Davidson County) to 115 East Park Drive, Suite 200, Brentwood, TN 37027 (in Williamson County), at a cost estimated under Certificate of Need rules at \$3,201,828 (of which \$452,180 is the actual capital cost, the balance being lease expenses). The applicant is licensed as a home health agency by the Board for Licensing Health Care facilities. The project does not contain major medical equipment or initiate or discontinue any other health service, and it will not change the applicant agency's authorized service area counties (which are Cheatham, Davidson, Dickson, Montgomery, Robertson, Rutherford, Sumner, Williamson, and Wilson Counties). The anticipated date of filing the application is on or before June 15, 2016. The contact person for the project is Jimmy Nichols, Area Vice President, Maxim Healthcare Services, who may be reached at 2416 21st Avenue South, Nashville, TN 37212, 615-386-0100. Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted. Written requests for hearing should be sent to:

Tennessee Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243

Pursuant to TCA Sec. 68-11-1601(c)(1): (A) any health care institution wishing to oppose a Certificate of Need application must file a written objection with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled, and (B) any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

TN-000113287

THE TENNESSEAN

Continued from last column
DEG. 47 MIN. 15 SEC. E 136.53 FEET TO A POINT IN THE WEST MARGIN OF HOLMAN ROAD; THENCE S 12 DEG. 10 MIN. 37 SEC. W 15.23 FEET TO THE POINT OF BEGINNING, CONTAINING 1900 SQUARE FEET AS SURVEYED BY KESSINGER & ASSOCIATES, JULY 2, 1986, UPDATED SEPTEMBER 4, 1987, TO REFLECT CURRENT ADJACENT PROPERTY OWNERS.
PARCEL 2: TRACT OR PARCEL OF LAND SITUATE IN THE 9TH CIVIL DISTRICT OF ROBERTSON COUNTY, TENNESSEE, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN IRON PIN IN THE SOUTH MARGIN OF KINNEY'S SCHOOL ROAD, THE NORTHWEST CORNER OF A TRACT OF LAND WHICH BELONGS TO DAVID MICHAEL LANE, HAVING A DEED REFERENCE IN DEED BOOK 283, PAGE 873, REGISTER'S OFFICE FOR ROBERTSON COUNTY, TENNESSEE. THE NORTHEAST CORNER OF THIS TRACT AND CONTINUING AS FOLLOWS: S 12 DEG. 24 MIN. 40 SEC. W 214.27 FEET TO A POINT IN THE WEST BOUNDARY OF SAID TRACT OF LAND WHICH BELONGS TO DAVID MICHAEL LANE; THENCE WITH A NEW LINE AS FOLLOWS: N 68 DEG. 47 MIN. 15 SEC. W 45.53 FEET; THENCE N 21 DEG. 54 MIN. 56 SEC. E 211.90 FEET TO A POINT IN THE SOUTH MARGIN OF KINNEY'S SCHOOL ROAD; THENCE S 68 DEG. 00 MIN. 18 SEC. E 10.15 FEET TO THE POINT OF BEGINNING, CONTAINING 5895 SQUARE FEET

Continued to next column

0001112497

Affidavit of Publication

NEWSPAPER: The Tennessean

MAXIM HEALTHCARE SERVICES
2416 21ST AVE. S.
NASHVILLE, TN 37212

State of Tennessee

ADVERTISER: MAXIM HEALTHCARE SERVICES
ACCOUNT # 547640

TEAR SHEETS
ATTACHED

RE: CERT OF NEED

I, *Jackie Cooper*

Advertising Assistant for the

above mentioned newspaper, hereby certify that the attached
advertisement

Appeared in said newspaper on the following dates: 6-10-2016

Jackie Cooper

Subscribed and sworn to me this 10 day of June, 2016

Angela Murray
NOTARY PUBLIC



INDEX OF ATTACHMENTS

| | |
|------------------------------|--|
| A.4 | Ownership--Legal Entity and Organization Chart (if applicable) |
| A.6 | Site Control |
| B.III. | Plot Plan |
| B.IV. | Floor Plan |
| C, Need--3 | Service Area Maps |
| C, Economic Feasibility--1 | Documentation of Construction Cost Estimate |
| C, Economic Feasibility--2 | Documentation of Availability of Funding |
| C, Economic Feasibility--10 | Financial Statements |
| C, Orderly Development--7(C) | Licensing & Accreditation Inspections |
| Miscellaneous Information | |

A.4--Ownership
Legal Entity and Organization Chart



Tennessee Secretary of State

Tre Hargett

[BUSINESS SERVICES](#) [CHARITABLE](#) [CIVICS](#) [ELECTIONS](#) [PUBLICATIONS](#) [LIBRARY & ARCHIVES](#) [CONTACT US](#)

Business Services Online > Find and Update a Business Record

Business Information Search

As of May 30, 2016 we have processed all corporate filings received in our office through May 26, 2016 and all annual reports received in our office through May 29, 2016.

Click on the underlined control number of the entity in the search results list to proceed to the detail page. From the detail page you can verify the entity displayed is correct (review addresses and business details) and select from the available entity actions - file an annual report, obtain a certificate of existence, file an amendment, etc.

Search:

1-1 of 1

Search Name:

☒ Starts With
 ☐ Contains

Control #:

Active Entities Only: ☐

Search

| Control # | Entity Type | Name | Name Type | Name Status | Entity Filing Date | Entity Status |
|------------------|-------------|---|-----------|-------------|--------------------|---------------|
| <u>000332709</u> | CORP | MAXIM HEALTHCARE SERVICES, INC. MARYLAND | Entity | Active | 06/16/1997 | Active |

1-1 of 1

Information about individual business entities can be queried, viewed and printed using this search tool for free.

If you want to get an electronic file of all business entities in the database,
the full database can be downloaded for a fee by [Clicking Here](#).

[Click Here](#) for information on the Business Services Online Search logic.

Division of Business Services
312 Rosa L. Parks Avenue, Snodgrass Tower, 6th Floor
Nashville, TN 37243
615-741-2286
8:00 a.m. until 4:30 p.m. (Central) Monday - Friday.
[Directions](#) | [State Holidays](#) | [Methods of Payment](#)

Business Filings and Information (615) 741-2286 | TNSOS.CORPINFO@tn.gov

Certified Copies and Certificate of Existence (615) 741-6488 | TNSOS.CERT@tn.gov

Motor Vehicle Temporary Liens (615) 741-0529 | TNSOS.MVTL@tn.gov

Uniform Commercial Code (UCC) (615) 741-3276 | TNSOS.UCC@tn.gov

Workers' Compensation Exemption Registrations (615) 741-0526 | TNSOS.WCER@tn.gov

Apostilles & Authentications (615) 741-0536 | TNSOS.ATS@tn.gov

Summons (615) 741-1799 | TNSOS.ATS@tn.gov

Trademarks (615) 741-0531 | TNSOS.ATS@tn.gov

Maxim Healthcare Services, Inc.
Ownership Information

The following is the ownership information for Maxim Healthcare Services, Inc.

| <u>Name</u> | <u>Percentage of Ownership</u> |
|---|---------------------------------------|
| Oak Investment Trust 100 North Tampa St. Suite 2700 Tampa, FL 33602 | 39.8860% |
| Oak Investment Trust II 100 North Tampa St. Suite 2700 Tampa, FL 33602 | 39.3542% |
| Stephen Bisciotti 7301 Parkway Dr. Hanover, MD 21076 | 19.9430% |
| <u>Minority Stockholders:</u> | |
| William Butz 7227 Lee DeForest Dr. Columbia, MD 21046 | 0.8168% |

MAXIM HEALTHCARE SERVICES, INC.

ARTICLES OF AMENDMENT

THIS IS TO CERTIFY THAT:

FIRST: The charter of MAXIM Healthcare Services, Inc., a Maryland corporation (the "Corporation"), is hereby amended by deleting existing Article V, Section 5.1 in its entirety and adding a new Article SIXTH to read as follows:

Section 5.1 Authorized Shares. The Corporation has authority to issue 50,000,000 shares of capital stock, \$.0002 par value per share, all of one class. The aggregate par value of all authorized shares of stock having par value is Ten Thousand Dollars (\$10,000). To the extent permitted by Maryland law, the Board of Directors, without any action by the stockholders of the Corporation, may amend the Charter from time to time to increase or decrease the aggregate number of shares of stock or the number of shares of stock of any class or series that the Corporation has authority to issue. The Board of Directors may reclassify any unissued shares of stock from time to time in one or more classes or series of stock.

SECOND: The amendment to the charter of the Corporation as hereinabove set forth has been duly advised and recommended by the board of directors and approved by the stockholders of the Corporation as required by law.

THIRD: The total number of shares of stock which the Corporation had authority to issue immediately prior to this amendment was ten million (10,000,000) shares of common stock, one tenth of one cent (\$.001) par value per share, having an aggregate par value of Ten Thousand Dollars (\$10,000.00).

FOURTH: The total number of shares of stock which the Corporation has authority to issue, pursuant to the charter of the Corporation as hereby amended, is fifty million (50,000,000) shares of common stock, two hundredths of one cent (\$.0002) par value per share, having an aggregate par value of Ten Thousand Dollars (\$10,000.00).

FIFTH: Each share of existing \$.001 par value per share common stock of the Corporation issued or outstanding upon the effective date of these Articles shall, without any action on the part of the holder thereof, be changed and converted into five (5) shares of new \$.0002 par value per share common stock, and each such holder of a certificate or certificates representing such share or shares of existing \$.001 par value per share common stock shall be entitled to receive, as soon as practicable, upon surrender of such certificates, five (5) shares of new \$.0002 par value per share common stock for each one (1) share of \$.001 par value per share common stock surrendered.


SIXTH: The undersigned President acknowledges these Articles of Amendment to be the corporate act of the Corporation and as to all matters or facts required to be verified under oath, the undersigned President acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties of perjury.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed in its name and on its behalf by its President and attested to by its Secretary on this 26th day of December, 2007.

ATTEST:

MAXIM HEALTHCARE SERVICES, INC.


David C. Franchak, Secretary


Brian T. Wynne, President

CORPORATE CHARTER APPROVAL SHEET

****EXPEDITED SERVICE****

**** KEEP WITH DOCUMENT ****

DOCUMENT CODE 09 BUSINESS CODE _____

D0269145

Close _____ Stock _____ Nonstock _____

P.A. _____ Religious _____

Merging (Transferor) _____

Surviving (Transferee) _____

FEES REMITTED

Base Fee: 100
Org. & Cap. Fee: _____
Expedite Fee: 50
Penalty: _____
State Recordation Tax: _____
State Transfer Tax: _____
Certified Copies _____
Copy Fee: _____
Certificates _____
Certificate of Status Fee: _____
Personal Property Filings: _____
Mail Processing Fee: 5
Other: _____

TOTAL FEES: 155

Credit Card _____ Check X Cash _____

2 Documents on 1 Checks

Approved By: A-01

Keyed By: _____

COMMENT(S):

file 2nd!

Affix Barcode Label Here



1000361995763954

Affix Barcode Label Here

ID # D02629145 ACK # 1000361995763954
PAGES: 0003
MAXIM HEALTHCARE SERVICES, INC.

MAIL
BACK

12/28/2007 AT 02:22 P W0 # 0001509851

New Name _____

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent
_____ and Resident Agent's Address
_____ Change of Business Code

_____ Adoption of Assumed Name

_____ Other Change(s)

Code _____

Attention: _____

Mail: Name and Address

ROBERT A. SNYDER, JR.
THOMAS & LIBOWITZ, P.A.
100 LIGHT ST.
STE. 1100
BALTIMORE

MD 21202

Stamp Work Order and Customer Number HERE

CUST ID: 0002068813
WORK ORDER: 0001509851
DATE: 12-28-2007 02:58 PM
AMT. PAID: \$310.00

MAXIM HEALTHCARE SERVICES, INC.

ARTICLES OF AMENDMENT

THIS IS TO CERTIFY THAT:

FIRST: That the charter of MAXIM Healthcare Services, Inc., a Maryland corporation (the "Corporation"), is hereby amended by deleting existing ARTICLE V, Section 5.1 in its entirety and adding a new article to read as follows:

Section 5.1 Authorized Shares. The Corporation has authority to issue 20,000,000 shares of capital stock, \$.0002 par value per share, all of one class. The aggregate par value of all authorized shares of stock having par value is Four Thousand Dollars (\$4,000). To the extent permitted by Maryland law, the Board of Directors, without any action by the stockholders of the Corporation, may amend the Charter from time to time to increase or decrease the aggregate number of shares of stock or the number of shares of stock of any class or series that the Corporation has authority to issue. The Board of Directors may reclassify any unissued shares of stock from time to time in one or more classes or series of stock.

SECOND: The amendment to the charter of the Corporation as set forth above has been duly advised by the board of directors and approved by the stockholders of the Corporation as required by law.

THIRD: The total number of shares of stock which the corporation had authority to issue immediately prior to this amendment was fifty million (50,000,000) shares of common stock, \$.0002 par value, having an aggregate par value of Ten Thousand Dollars (\$10,000.00).

FOURTH: The total number of shares of stock which the Corporation has authority to issue, pursuant to the charter of the Corporation as amended is twenty million (20,000,000) shares of common stock, \$.0002 par value, having an aggregate par value of Four Thousand Dollars (\$4,000.00).

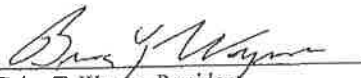
FIFTH: The undersigned President acknowledges these Articles of Amendment to be the corporate act of the Corporation and as to all matters or facts required to be verified under oath, the undersigned President acknowledges that to the best of the President's knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

IN WITNESS WHEREOF, the Corporation has caused these Articles to be signed in its name and on its behalf by its President and attested to by its Secretary on this 21st day of December, 2007.

ATTEST:

MAXIM HEALTHCARE SERVICES, INC.


David C. Franchak, Secretary

By: 
Brian T. Wynne, President

DB

MAXIM HEALTHCARE SERVICES, INC.

ARTICLES OF AMENDMENT AND RESTATEMENT

FIRST: MAXIM Healthcare Services, Inc., a Maryland corporation (the "Corporation"), desires to amend and restate its charter (the "Charter") as currently in effect and as hereinafter amended.

SECOND: The following provisions are all of the provisions of the Charter currently in effect and as hereinafter amended:

ARTICLE I

NAME

The name of the corporation (the "Corporation") is:

MAXIM Healthcare Services, Inc.

CUST ID:0001893485
WORK ORDER:0001335523
DATE:12-27-2005 11:54 AM
AMT. PAID:\$155.00

ARTICLE II

PURPOSE

The purposes for which the Corporation is formed are to engage in any lawful act or activity for which corporations may be organized under the general laws of the State of Maryland as now or hereafter in force. The foregoing enumerated purposes and objects shall be in no way limited or restricted by reference to, or inference from, the terms of any other clause of this or any other article of the Charter of the Corporation and each shall be regarded as independent; and they are intended to be and shall be construed as powers as well as purposes and objects of the Corporation and shall be in addition to and not in limitation of the general powers of corporations under the General Laws of the State of Maryland.

ARTICLE III

PRINCIPAL OFFICE IN STATE AND RESIDENT AGENT

The address of the principal office of the Corporation in the State of Maryland is 7227 Lee DeForest Drive, Columbia, Maryland 21046. The name of the resident agent of the

Corporation in the State of Maryland is Stuart L. Soberman, whose address is 7227 Lee Deforest Drive, Columbia, Maryland 21046. ✓

ARTICLE IV

PROVISIONS FOR DEFINING, LIMITING AND REGULATING CERTAIN POWERS OF THE CORPORATION AND OF THE STOCKHOLDERS AND DIRECTORS

Section 4.1 Number of Directors. The business and affairs of the Corporation shall be managed under the direction of the Board of Directors. The number of directors of the Corporation is currently three, which number may be increased or decreased pursuant to the Bylaws of the Corporation (the "Bylaws"), but shall never be less than the minimum number required by the Maryland General Corporation Law or any successor statute (the "MGCL"). The names of the directors currently in office are:

James C. Davis;

Stephen J. Biscioti; and

John T. Carey.

Section 4.2 Extraordinary Actions; Action by Stockholder Consent.

Notwithstanding any provision of law permitting or requiring any action to be taken or approved by the affirmative vote of the holders of shares entitled to cast a greater number of votes, any such action shall be effective and valid if taken or approved by the affirmative vote of holders of shares entitled to cast a majority of all the votes entitled to be cast on the matter. The holders of shares of stock entitled to vote may take action or consent to any action by delivering a consent in writing or by electronic transmission of holders of shares entitled to cast not less than the minimum number of votes that would be necessary to authorize or take the action at a stockholders meeting if the Corporation gives notice of the action to each holder of shares of stock entitled to vote not later than 10 days after the effective date of the action.

Section 4.3 Authorization by Board of Stock Issuance. The Board of Directors may authorize the issuance from time to time of shares of stock of the Corporation of any class or series, whether now or hereafter authorized, or securities or rights convertible into shares of its stock of any class or series, whether now or hereafter authorized, for such consideration as the Board of Directors may deem advisable (or without consideration in the case of a stock split or stock dividend), subject to such restrictions or limitations, if any, as may be set forth in the Charter or the Bylaws.

Section 4.4 Preemptive Rights. Except as may be provided by the Board of Directors in setting the terms of classified or reclassified shares of stock pursuant to Section 5.2 or as may otherwise be provided by contract, no holder of shares of stock of the Corporation shall, as such holder, have any preemptive right to purchase or subscribe for any additional shares of stock of the Corporation or any other security of the Corporation which it may issue or sell.

Section 4.5 Indemnification. The Corporation shall, to the maximum extent permitted by Maryland law in effect from time to time, indemnify and pay or reimburse reasonable expenses in advance of final disposition of a proceeding to, (a) any individual who is a present or former director or officer of the Corporation or (b) any individual who, while a director or officer of the Corporation and at the request of the Corporation, serves or has served as a director, officer, partner or trustee of another corporation, real estate investment trust, partnership, joint venture, trust, employee benefit plan or any other enterprise from and against any claim or liability to which such person may become subject or which such person may incur by reason of his status as a present or former director or officer of the Corporation. The Corporation shall have the power, with the approval of the Board of Directors, to provide such indemnification and advancement of expenses to a person who served a predecessor of the Corporation in any of the capacities described in (a) or (b) above and to any employee or agent of the Corporation or a predecessor of the Corporation. The indemnification provided herein shall not be deemed to limit the right of the Corporation to indemnify any other person for any

such expenses to the fullest extent permitted by law, nor shall it be deemed exclusive of any other rights to which any person seeking indemnification from the Corporation may be entitled under any agreement, vote of stockholders or disinterested directors, or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

Section 4.6 Determinations by Board. The determination as to any of the following matters, made in good faith by or pursuant to the direction of the Board of Directors consistent with the Charter and in the absence of actual receipt of an improper benefit in money, property or services or active and deliberate dishonesty established by a court, shall be final and conclusive and shall be binding upon the Corporation and every holder of shares of its stock: the amount of the net income of the Corporation for any period and the amount of assets at any time legally available for the payment of dividends, redemption of its stock or the payment of other distributions on its stock; the amount of paid-in surplus, net assets, other surplus, annual or other net profit, cash flow, funds from operations, net assets in excess of capital, undivided profits or excess of profits over losses on sales of assets; the amount, purpose, time of creation, increase or decrease, alteration or cancellation of any reserves or charges and the propriety thereof (whether or not any obligation or liability for which such reserves or charges shall have been created shall have been paid or discharged); any interpretation of the terms, preferences, conversion or other rights, voting powers or rights, restrictions, limitations as to dividends or distributions, qualifications or terms or conditions of redemption of any class or series of stock of the Corporation; the fair value, or any sale, bid or asked price to be applied in determining the fair value, of any asset owned or held by the Corporation or any shares of stock of the Corporation; the number of shares of any class or series of stock of the Corporation; any matter relating to the acquisition, holding and disposition of any assets by the Corporation; or any other matter relating to the business and affairs of the Corporation or required or permitted by applicable law, the Charter, the Bylaws or otherwise to be determined by the Board of Directors.

ARTICLE V

STOCK

Section 5.1 Authorized Shares. The Corporation has authority to issue 10,000,000 shares of capital stock, \$.001 par value per share, all of one class. The aggregate par value of all authorized shares of stock having par value is Ten Thousand Dollars (\$10,000). To the extent permitted by Maryland law, the Board of Directors, without any action by the stockholders of the Corporation, may amend the Charter from time to time to increase or decrease the aggregate number of shares of stock or the number of shares of stock of any class or series that the Corporation has authority to issue. The Board of Directors may reclassify any unissued shares of stock from time to time in one or more classes or series of stock.

Section 5.2 Classified or Reclassified Shares. Prior to issuance of classified or reclassified shares of any class or series, the Board of Directors by resolution shall: (a) designate that class or series to distinguish it from all other classes and series of stock of the Corporation; (b) specify the number of shares to be included in the class or series; (c) set or change, subject to the express terms of any class or series of stock of the Corporation outstanding at the time, the preferences, conversion or other rights, voting powers, restrictions (including, without limitation, restrictions on transferability), limitations as to dividends or other distributions, qualifications and terms and conditions of redemption for each class or series; and (d) cause the Corporation to file articles supplementary with the State Department of Assessments and Taxation of Maryland (the "SDAT"). Any of the terms of any class or series of stock set or changed pursuant to clause (c) of this Section 5.2 may be made dependent upon facts or events ascertainable outside the Charter (including determinations by the Board of Directors or other facts or events within the control of the Corporation) and may vary among holders thereof, provided that the manner in which such facts, events or variations shall operate upon the terms of such class or series of stock is clearly and expressly set forth in the articles supplementary filed with the SDAT.

Section 5.3 Charter and Bylaws. All persons who shall acquire stock in the Corporation shall acquire the same subject to the provisions of the Charter and the Bylaws.

**ARTICLE VI
AMENDMENTS**

The Corporation reserves the right from time to time to make any amendment to the Charter, now or hereafter authorized by law, including any amendment altering the terms or contract rights, as expressly set forth in the Charter, of any shares of outstanding stock. All rights and powers conferred by the Charter on stockholders, directors and officers are granted subject to this reservation.

**ARTICLE VII
LIMITATION OF LIABILITY**

To the maximum extent that Maryland law in effect from time to time permits limitation of the liability of directors and officers of a corporation, no director or officer of the Corporation shall be liable to the Corporation or its stockholders for money damages. Neither the amendment nor repeal of this Article VII, nor the adoption or amendment of any other provision of the Charter or Bylaws inconsistent with this Article VII, shall apply to or affect in any respect the applicability of the preceding sentence with respect to any act or failure to act which occurred prior to such amendment, repeal or adoption.

THIRD: The amendment to and restatement of the Charter as hereinabove set forth have been duly advised by the Board of Directors and approved by the stockholders of the Corporation as required by law.

FOURTH: The current address of the principal office of the Corporation is as set forth in Article III of the foregoing amendment and restatement of the Charter.

FIFTH: The name and address of the Corporation's current resident agent is as set forth in Article III of the foregoing amendment and restatement of the Charter.

SIXTH: The number of directors of the Corporation and the names of those currently in office are as set forth in Article IV of the foregoing amendment and restatement of the Charter.


SEVENTH: The total number of shares of stock which the Corporation had authority to issue immediately prior to this amendment and restatement was 10,000,000 shares of capital stock, \$.001 par value per share, all of one class. The aggregate par value of all shares of stock having par value was \$10,000.

EIGHTH: The total number of shares of stock which the Corporation has authority to issue pursuant to the foregoing amendment and restatement of the Charter is 10,000,000 shares of capital stock, \$.001 par value per share, all of one class. The aggregate par value of all authorized shares of stock having par value is \$10,000.

NINTH: The undersigned President acknowledges these Articles of Amendment and Restatement to be the corporate act of the Corporation and as to all matters or facts required to be verified under oath, the undersigned President acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment and Restatement to be signed in its name and on its behalf by its President and attested to by its Secretary on this ___ day of December, 2006.


ATTEST:


David C. Franchak, Secretary

MAXIM HEALTHCARE SERVICES, INC.

By:  (SEAL)
Brian T. Wynne, President

I, Stuart L. Soberman, consent to act as resident agent in Maryland for MAXIM Healthcare Services, Inc. as set forth in these Articles of Amendment and Restatement.


Stuart L. Soberman

STATE OF MARYLAND

252856

DEPARTMENT OF
ASSESSMENTS AND TAXATION

301 West Preston Street Baltimore, Maryland 21201

DATE: OCTOBER 29, 1993

THIS IS TO ADVISE YOU THAT THE ARTICLES OF AMENDMENT WITH A NAME
CHANGE FOR MEDCALL MEDICAL STAFFING SERVICE INCORPORATED CHANGING TO
MAXIM HEALTHCARE SERVICES, INC.
WERE RECEIVED AND APPROVED FOR RECORD ON OCTOBER 29, 1993 AT 3:08 PM.

FEE PAID:

50.00



JOYCE M. THOMPSON
LEGAL OFFICER

ATS-031

MEDCALL MEDICAL STAFFING SERVICE INCORPORATED

ARTICLES OF AMENDMENT

THIS IS TO CERTIFY THAT:

FIRST: The charter of Medcall Medical Staffing Service Incorporated, a Maryland corporation (the "Corporation"), is hereby amended by deleting existing Article Second in its entirety and adding a new article to read as follows:

"SECOND: The name of the corporation (hereinafter referred to as the "Corporation") is Maxim Healthcare Services, Inc."


SECOND: The amendment to the charter of the Corporation as set forth above has been duly advised by the board of directors and approved by the stockholders of the Corporation as required by law.

THIRD: The undersigned President acknowledges these Articles of Amendment to be the corporate act of the Corporation and as to all matters or facts required to be verified under oath, the undersigned President acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.


IN WITNESS WHEREOF, the Corporation has caused these Articles to be signed in its name and on its behalf by its President and attested to by its Secretary on this 11th day of August, 1993.

RECORDED
INDEXED
ATTEST:

MEDCALL MEDICAL STAFFING SERVICE
INCORPORATED


James C. Davis, Secretary

By:


Stephen J. Bisciotti,
President

10/11/88
AM 11:11/11

10/6/88

9:56

AMENDED ARTICLES OF INCORPORATION

REC-1-b A 95b

OF

STAT MEDICAL STAFFING, INC.

THIS IS TO CERTIFY THAT:

FIRST: The undersigned Stephen Stuc, whose address is 16th Floor, 100 South Charles Street, Baltimore, Maryland 21201, being at least eighteen (18) years of age, being the sole incorporator of STAT MEDICAL STAFFING, INC., and acting in said capacity prior to the Organizational Meeting of the Board of Directors of said corporation, hereby adopts Amended Articles of Incorporation of STAT MEDICAL STAFFING, INC., a corporation formed under the general laws of the State of Maryland:

ARTICLES OF INCORPORATION

OF

MEDCALL MEDICAL STAFFING SERVICE INCORPORATED

THIS IS TO CERTIFY THAT:

FIRST: The undersigned, Stephen Stuc, whose address is 100 South Charles Street, 16th Floor, Baltimore, Maryland 21201, being at least eighteen (18) years of age, does hereby form a corporation under the general laws of the State of Maryland.

SECOND: The name of the corporation (which is hereinafter called the "Corporation") is:

Medcall Medical Staffing Service Incorporated

THIRD: The Corporation is formed for the purpose of carrying on any lawful business, which may include providing temporary personnel in the Medical field.

FOURTH: The address of the principal office of the Corporation in this State is 6835 Duerpeth Road, Baltimore, Maryland 21227.

FIFTH: The Resident Agent of the Corporation is Robert A. Snyder, Jr., whose address is 100 South Charles Street, 16th Floor, Baltimore, Maryland 21201. The Resident Agent is a citizen of and resides in the State of Maryland.

0-101332

100116/06/54
ALM11107711

SIXTH: The total number of shares of stock which the Corporation has authority to issue is one million (1,000,000) shares, one penny (\$0.01) par value per share, all of one class. The aggregate par value of all authorized shares having a par value is ten thousand dollars (\$10,000.00).

SEVENTH: The Corporation shall have a Board of three (3) directors unless the number is changed in accordance with the Bylaws of the Corporation. The number of Directors may be increased or decreased in accordance with the Bylaws of the Corporation but shall never be less than the minimum number required by the Maryland General Corporation Law. The initial Directors are:

James C. Davis
Stephen J. Blaciotti
John T. Caroy

EIGHTH: (a) The Corporation reserves the right to make any amendment of the Charter, now or hereafter authorized by law, including any amendment which alters the contract rights, as expressly set forth in the Charter, of any outstanding stock.

(b) The Board of Directors of the Corporation may authorize the issuance or sale from time to time of shares of its stock of any class, whether now or hereafter authorized, or securities convertible into shares of its stock of any class or classes, whether now or hereafter authorized, for such consideration as the Board of Directors may deem advisable, subject to such restrictions or limitations, if any, as may be set forth in the Bylaws of the Corporation.

(c) The Board of Directors of the Corporation may, by articles supplementary, classify or reclassify any unissued stock from time to time by setting or changing the preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends, qualifications, or terms or conditions of redemption of the stock.

NINTH: To the maximum extent that Maryland law in effect from time to time permits limitation of the liability of directors and officers, no director or officer of the Corporation shall be liable to the Corporation or its stockholders for money damages. Neither the amendment nor repeal of this Article, nor the adoption or amendment of any other provision of the charter or bylaws inconsistent with this Article, shall apply to or affect in any respect the applicability of the preceding sentence with respect to any act or failure to act which occurred prior to such amendment, repeal or adoption.

1331310189/01/00
AHO14

ARTICLES OF INCORPORATION
OF

STAT MEDICAL STAFFING, INC.

THIS IS TO CERTIFY THAT:

FIRST: The undersigned, Stephen Steo, whose address is 100 South Charles Street, 16th Floor, Baltimore, Maryland 21201, being at least eighteen (18) years of age, does hereby form a corporation under the general laws of the State of Maryland.

SECOND: The name of the corporation (which is hereinafter called the "Corporation") is:

STAT MEDICAL STAFFING, INC.

THIRD: The Corporation is formed for the purpose of carrying on any lawful business, which may include providing temporary personnel in the Medical field.

FOURTH: The address of the principal office of the Corporation in this State is 6835 Deepeth Road, Baltimore, Maryland 21227.

FIFTH: The Resident Agent of the Corporation is Robert A. Snyder, Jr., whose address is 100 South Charles Street, 16th Floor, Baltimore, Maryland 21201. The Resident Agent is a citizen of and resides in the State of Maryland.

SIXTH: The total number of shares of stock which the Corporation has authority to issue is one million (1,000,000) shares, one penny (\$0.01) par value per share, all of one class. The aggregate par value of all authorized shares having a par value is ten thousand dollars (\$10,000.00).

SEVENTH: The Corporation shall have a Board of three (3) directors unless the number is changed in accordance with the Bylaws of the Corporation. The number of Directors may be increased or decreased in accordance with the Bylaws of the Corporation but shall never be less than the minimum number required by the Maryland General Corporation Law. The initial Directors are:

James C. Davis
Stephen J. Blasiotti
John T. Caroy

EIGHTH: (a) The Corporation reserves the right to make any amendment of the Charter, now or hereafter authorized by law, including any amendment which alters the contract

82508066

ARTICLES OF INCORPORATION
OF
STAT MEDICAL STAFFING, INC.

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
ON MARYLAND SEPTEMBER 2, 1975 AT 10127 BLOCK A* ALAIN CONFORMITY
WITH LAW AND ORDERED RECORDED

ORGANIZATION AND
CAPITALIZATION FEE PAID

10.00

RECORDING
FEE PAID

20.00

NOTES
FEE PAID

12629145


TO THE CLERK OF THE COURT OF

HOWARD COUNTY

IT IS HEREBY CERTIFIED THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL ENDORSEMENTS THEREON, HAS
BEEN RECEIVED APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

RETURN TO:
WEINBERG & GREEN
ATTN: STEPHEN STEC
100 SOUTH CHARLES STREET
BALTIMORE MD 21201

047C3020207

| | | |
|---|--|----------|
|  | STATE OF MARYLAND | A 271919 |
| | a true and complete copy of the OFFICE RECORDS OF THE DEPARTMENT OF ASSESSMENTS AND TAXATION STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND IN THE RECORDS | |
| This stamp represents previous certification | | |

rights, as expressly set forth in the Charter, of any outstanding stock.

(b) The Board of Directors of the Corporation may authorize the issuance or sale from time to time of shares of its stock of any class, whether now or hereafter authorized, or securities convertible into shares of its stock of any class or classes, whether now or hereafter authorized, for such consideration as the Board of Directors may deem advisable, subject to such restrictions or limitations, if any, as may be set forth in the Bylaws of the Corporation.

(c) The Board of Directors of the Corporation may, by articles supplementary, classify or reclassify any unissued stock from time to time by setting or changing the preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends, qualifications, or terms or conditions of redemption of the stock.

NINTH: To the maximum extent that Maryland law in effect from time to time permits limitation of the liability of directors and officers, no director or officer of the Corporation shall be liable to the Corporation or its stockholders for money damages. Neither the amendment nor repeal of this Article, nor the adoption or amendment of any other provision of the charter or bylaws inconsistent with this Article, shall apply to or affect in any respect the applicability of the preceding sentence with respect to any act or failure to act which occurred prior to such amendment, repeal or adoption.

TENTH: No holder of stock of any class shall have any preemptive right to subscribe to or purchase any additional shares of any class, or any bonds or convertible securities of any nature; provided, however, that the Board of Directors may, in authorizing the issuance of stock of any class, confer any preemptive right that the Board of Directors may deem advisable in connection with such issuance.

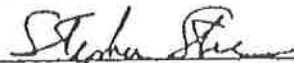
IN WITNESS WHEREOF, I have signed these Articles of Incorporation, and I acknowledge the same to be my act, on this 1st day of September, 1988.


Stephen Stec

908119/00/00
JAINI9107753

TENTH: No holder of stock of any class shall have any preemptive right to subscribe to or purchase any additional shares of any class, or any bonds or convertible securities of any nature; provided, however, that the Board of Directors may, in authorizing the issuance of stock of any class, confer any preemptive right that the Board of Directors may deem advisable in connection with such issuance.

IN WITNESS WHEREOF, I have signed these Amended Articles of Incorporation, and I acknowledge the same to be my act on this 5th day of October, 1988.


Stephen Stec

Board for Licensing Health Care Facilities



State of Tennessee

License No. 0000000615

DEPARTMENT OF HEALTH

This is to certify, that a license is hereby granted by the State Department of Health to

MAXIM HEALTHCARE SERVICES, INC

to conduct and maintain a

Home Care Organization

MAXIM HEALTHCARE SERVICES, INC.

Located at

2416 HILLSBORO ROAD, SUITE 208, NASHVILLE

County of

DAVIDSON

, Tennessee.

This license shall expire

OCTOBER 11

, 2016, and is subject

to the provisions of Chapter 11, Tennessee Code Annotated. This license shall not be assignable or transferable, and shall be subject to revocation at any time by the State Department of Health, for failure to comply with the laws of the State of Tennessee or the rules and regulations of the State Department of Health issued thereunder.

In Witness Whereof, we have hereunto set our hand and seal of the State this 8TH day of OCTOBER, 2015.

In the District Category(ies) of:

PHYSICAL THERAPY
OCCUPATIONAL THERAPY
SPEECH THERAPY
MEDICAL SOCIAL SERVICES
MEDICAL SUPPLIES & APPLIANCES
SKILLED NURSING
HOME HEALTH AID SERVICES
HOMEMAKERS SERVICES



By

Justin J. Davis, MPH

DIRECTOR, DIVISION OF HEALTH CARE FACILITIES

By

John D. Davis

COMMISSIONER

CERTIFICATE of ACCREDITATION



THE ACCREDITATION COMMISSION FOR HEALTH CARE CERTIFIES THAT:

Maxim Healthcare Services, Inc.
NASHVILLE, TENNESSEE

HAS DEMONSTRATED A COMMITMENT TO PROVIDING QUALITY CARE AND SERVICES TO CONSUMERS
THROUGH COMPLIANCE WITH ACHC'S NATIONALLY RECOGNIZED STANDARDS FOR
ACCREDITATION AND IS THEREFORE GRANTED ACCREDITATION FOR THE FOLLOWING:

HOME HEALTH

FROM *March 5, 2014* THROUGH *March 5, 2017*


CHIEF EXECUTIVE OFFICER


CHAIRMAN OF THE BOARD OF COMMISSIONERS



ACCREDITATION COMMISSION for HEALTH CARE

CERTIFICATE of ACCREDITATION



THE ACCREDITATION COMMISSION FOR HEALTH CARE CERTIFIES THAT:

Maxim Healthcare Services, Inc.
CLARKSVILLE, TENNESSEE

HAS DEMONSTRATED A COMMITMENT TO PROVIDING QUALITY CARE AND SERVICES TO CONSUMERS
THROUGH COMPLIANCE WITH ACHC'S NATIONALLY RECOGNIZED STANDARDS FOR
ACCREDITATION AND IS THEREFORE GRANTED ACCREDITATION FOR THE FOLLOWING:

HOME HEALTH

FROM *March 5, 2014* THROUGH *March 5, 2017*




CHIEF EXECUTIVE OFFICER


CHAIRMAN OF THE BOARD OF COMMISSIONERS

ACCREDITATION COMMISSION for HEALTH CARE

Curriculum Vitae

WILLIAM JOHN LANGLEY, M.D.

Home

302 Bennett Street
Mt. Pleasant, SC 29464
843.884.1120

Office

7227 Lee Deforest Drive
Columbia, MD 21046
410.910.3568
john.langley@maxhealth.com

PERSONAL INFORMATION

Date of Birth: December 28, 1948
Citizenship: United States of America
Marital Status: Married (Hibernia Cuthbert Langley)
Children: William John Langley, III
Hibernia McIlwaine Langley
Robert McKenney Cuthbert Langley

EDUCATION

1967-1971 Princeton University, B.A., Cum Laude
1971-1975 University of Virginia, M.D.

POSTDOCTORAL TRAINING

Internship

1975-1976 Pediatrics, University of Alabama at Birmingham

Residency

1976-1978 Pediatrics, University of Alabama at Birmingham

Fellowship

1978-1979 Ambulatory Pediatrics, Medical University of South Carolina, Charleston

Board Certification

1978-1980 Board Certified, Pediatrics

Licensure

1977 South Carolina, #9050

FACULTY APPOINTMENTS

1979-1982 Instructor, Pediatrics/General Pediatrics
Medical University of South Carolina
1982-2008 Assistant Professor, Pediatrics/General Pediatrics (Clinical)
Medical University of South Carolina

PAST HOSPITAL APPOINTMENTS

Medical University Hospital, Charleston, S.C.
Roper Hospital, Charleston, S.C.
St. Francis Hospital, Charleston, S.C.

PAST HOSPITAL APPOINTMENTS (cont'd)

Curriculum Vitae

WILLIAM JOHN LANGLEY, M.D.

East Cooper Regional Medical Center

1988-2002 Chairman, Bylaws Committee
2000-2002 Vice Chief of Staff
2002-2004 Chief of Staff
2004-2006 Chairman, Governing Board

WORK EXPERIENCE

1982-2005 Private Practice of Pediatrics
 Mt. Pleasant, South Carolina
2005-2008 Chief Medical Officer
 East Cooper Regional Medical Center
 Mt. Pleasant, South Carolina
2009-Present Vice President and Chief Medical Officer
 Maxim Healthcare Services, Inc.
 Columbia, Maryland

PROFESSIONAL/SCIENTIFIC SOCIETIES

South Carolina Chapter, American Academy of Pediatrics

1996-1998 Secretary – Treasurer
1998-2000 Vice-President
2000-2002 President

American Academy of Pediatrics

2002-2007 District IV Officer, CFMC Representative
2005-2008 Chairman, Chapter Forum Management Committee
2005-2008 Annual Leadership Forum Executive Committee

Children's Hospital of the Medical University of South Carolina

1982 Charter Member, Children's Hospital
 Fund Board of Directors
1990-1992 Chairman, Children's Hospital
 Fund Board of Directors
2002-2006 Children's Hospital Advisory Board

COMMUNITY INVOLVEMENT

Founder, Christian Medical Clinic, Mt. Pleasant
Vestryman and Warden, St. Andrews Episcopal Church, Mt. Pleasant
Director and Host of Directors' Circle, Charleston State Company
Charleston County Medical Society, Town-Gown Committee

A.6--Site Control

OFFICE LEASE

**MARYLAND PARK CENTER
115 EAST PARK DRIVE
BRENTWOOD, TENNESSEE**

Landlord: Sun Life Assurance Company of Canada

Tenant: Maxim Healthcare Services, Inc.

Date: February 19, 2016

This Lease consists of four parts:

Part I Cover Sheet
Part II Standard Lease Provisions
Part III Additional Provisions (if any) and
Part IV Exhibits

EXHIBIT A - Floor Plan of Premises
EXHIBIT B - Tenant Improvements
EXHIBIT C - Rules and Regulations
EXHIBIT D - Sample Lockbox
EXHIBIT E - Notice of Lease Term Dates
EXHIBIT F - Exclusions from Operating Expenses

PART I

COVER SHEET

The terms listed below shall have the following meanings throughout this Lease:

DATE OF LEASE: February 29, 2016, the date on which Landlord has signed this Lease

LANDLORD: Sun Life Assurance Company of Canada, a Canadian corporation

TENANT: Maxim Healthcare Services, Inc., a Maryland corporation

TENANT'S ADDRESS: 7227 Lee Deforest Drive
Columbia, MD 21046
Attn: Real Estate Dept. (#0007)

MANAGER: Avison Young

MANAGER'S ADDRESS: 5106 Maryland Way
Brentwood, TN, 37027
Attention: Property Manager

ADDRESS FOR RENTAL PAYMENTS: Same as Manager's Address above

PREMISES: The area consisting of approximately 14,871 rentable square feet of the Building known as Suite 200 (entire second floor), as shown on **Exhibit A** attached hereto

BUILDING: The building and associated land in which the Premises are located, known as Maryland Park Center, with a street address of 115 East Park Drive, Brentwood, Tennessee 37027, and consisting of a total of approximately 43,696 square feet of space

PROPERTY: The Building, other improvements and land

TENANT'S PERCENTAGE: 34.03% (14,871 rentable square feet in the Premises divided by 43,696 rentable square feet in the Building)

PERMITTED USES: General office use, including sales, medical administration, and employee and staffing services.

In addition, Tenant may provide medical-related training (such as CPR training) on-site to its employees and/or contractors; store and dispose of medical supplies (in accordance with all applicable rules and laws); maintain client medical records on site; and perform client assessment and consultations in the Premises. Landlord agrees that general office use of the Premises is permitted by the certificate of occupancy that is issued for the Property, Building and Premises and by all applicable laws, ordinances and regulations and that general office use will not violate any restrictions imposed upon the Property, Building or Premises by deed or otherwise. No call center or other high volume business may be operated in the Premises.

TENANT IMPROVEMENTS: See **Exhibit B** attached hereto

SCHEDULED COMMENCEMENT DATE: June 1, 2016 (see Section 2.1)

TERM: Eighty four (84) full calendar months

BASE RENT: Tenant shall pay Base Rent for the Premises in accordance with the following schedule (plus any applicable sales and/or rental tax):

| Months | Annualized Rent | Monthly Rent | Annual Rent PSF |
|--------|-----------------|--------------|-----------------|
| 1-12 | \$364,339.50 | \$30,361.63 | \$24.50 |
| 13-24 | \$373,410.81 | \$31,117.57 | \$25.11 |
| 25-36 | \$382,779.54 | \$31,898.30 | \$25.74 |
| 37-48 | \$392,296.98 | \$32,691.42 | \$26.38 |
| 49-60 | \$402,111.84 | \$33,509.32 | \$27.04 |
| 61-72 | \$412,224.12 | \$34,352.01 | \$27.72 |
| 73-84 | \$422,485.11 | \$35,207.09 | \$28.41 |

SECURITY DEPOSIT: \$30,361.63

PUBLIC LIABILITY INSURANCE AMOUNT: \$3,000,000.00

BROKERS: Avison Young (Landlord) and Cushman & Wakefield (Tenant)

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PART II STANDARD LEASE PROVISIONS

ARTICLE I PREMISES

1.1 Premises.

(a) *Demise of Premises.* This Lease (the "Lease") is made and entered into by and between Landlord and Tenant and shall become effective as of the Date of Lease. In consideration of the mutual covenants made herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, on all of the terms and conditions set forth in this Lease.

(b) *Intentionally Omitted.*

(c) *Access to Premises.* Landlord shall have reasonable access to the Premises, at any time during the Term, to inspect Tenant's performance hereunder and to perform any acts required of or permitted to Landlord herein, including, without limitation, (i) the right to make any repairs or replacements Landlord deems necessary, (ii) the right to show the Premises to prospective purchasers and mortgagees, and (iii) during the last nine (9) months of the Term (unless Tenant has then exercised its Renewal Option as defined in Part III below), the right to show the Premises to prospective tenants. Landlord shall at all times have a key to the Premises, and Tenant shall not change any existing lock(s), nor install any additional lock(s) without Landlord's prior consent. Except in the case of any emergency, any entry into the Premises by Landlord shall be on reasonable advance notice. Tenant shall have access to the Premises twenty-four (24) hours per day, seven days per week throughout the initial Lease Term and any renewals thereof.

1.2 **Common Areas.** Tenant shall have the right to use, in common with other tenants, the Building's common lobbies, corridors, stairways, and elevators necessary for access to the Premises, and the common walkways and driveways necessary for access to the Building, the common toilets, corridors and elevator lobbies of any multi-tenant floor, and the parking areas for the Building ("Common Areas"). Tenant's use of the Building parking areas shall be on an unreserved, non-exclusive basis and solely for Tenant's employees and visitors. Landlord shall not be liable to Tenant, and this Lease shall not be affected, if any parking rights of Tenant hereunder are impaired by any law, ordinance or other governmental regulation imposed after the Date of Lease. If Landlord grants to any other tenant the exclusive right to use any particular parking spaces, neither Tenant nor its visitors shall use such spaces. Use of the Common Areas shall be only upon the terms set forth at any time by Landlord. Landlord may at any time and in any manner make any changes, additions, improvements, repairs or replacements to the Common Areas that it considers desirable, provided that Landlord shall use reasonable efforts to minimize interference with Tenant's normal activities. Such actions of Landlord shall not constitute constructive eviction or give rise to any rent abatement or liability of Landlord to Tenant.

ARTICLE II TERM

2.1 **Commencement Date.** The Scheduled Commencement Date set forth in Part I of this Lease shall be only an estimate of the beginning of the Term of this Lease and the actual commencement date (the "Commencement Date") shall be the first to occur of (i) June 1, 2016, (ii) the date the Premises are offered by Landlord for occupancy following substantial completion of the Tenant Improvements to be constructed by Landlord pursuant to **Exhibit B**, as reasonably determined by Landlord and subject only to punch-list items, and any certificate or approval required by local governmental authority for occupancy of the Premises has been obtained, or (iii) the date Tenant enters into occupancy of the Premises. The dates upon which the Term shall commence and end shall be confirmed in Landlord's Notice of Lease Term Dates ("Notice"), substantially in the form attached as **Exhibit E**. Landlord shall deliver the Notice to Tenant after Landlord offers possession of the Premises to Tenant or Tenant enters into occupancy of the Premises. Tenant shall promptly return to Landlord a countersigned original of the Notice, provided that Landlord's failure to deliver the Notice shall not delay the Commencement Date.

ARTICLE III RENT

3.1 **Base Rent.**

(a) *Payment of Base Rent.* Tenant shall pay the Base Rent each month in advance on the first day of each calendar month during the Term. If the Commencement Date is other than the first day of the month, Tenant shall pay a proportionate part of such monthly installment on the Commencement Date. An adjustment in the Base Rent for the last month of the Term shall be made if the Term does not end on the last day of the month. All payments shall be made to Manager at Manager's Address or to such other party or to such other place as Landlord may designate in writing, without prior demand and without abatement, deduction or offset. All charges to be paid by Tenant hereunder, other than Base Rent, shall be considered additional rent for the purposes of this Lease, and the words "rent" or "Rent" as used in this Lease shall mean both Base Rent and additional rent unless the context specifically or clearly indicates that only Base Rent is referenced.

(b) *Late Payments.* Tenant acknowledges that the late payment by Tenant to Landlord of any rent or other sums due under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to ascertain. Therefore, if any rent or other sum due from Tenant is not received when due, Tenant shall pay to Landlord no later than ten (10) calendar days after the rental due date an additional sum equal to 5% of such overdue payment. In addition to such late charge, all such delinquent rent or other sums due to Landlord, including the late charge, shall bear interest beginning on the date such payment was due at the then maximum lawful rate permitted to be charged by Landlord. The notice and cure period provided in Paragraph 8.1(a) does not apply to the foregoing late charges and interest. If payments of any kind are returned for insufficient funds Tenant shall pay to Landlord an additional handling charge of \$50.00.

(c) *Initial Payment.* Upon execution hereof by Tenant, Tenant shall pay to Landlord (i) the Security Deposit and (ii) the Base Rent for the first month.

3.2 Additional Rent for Operating Expenses, Taxes, and Capital Costs.

(a) *Additional Rent.* For each Comparison Year, Tenant shall pay to Landlord as additional rent the sum of (1) the difference between Comparison Year Operating Expenses and the Base Year Operating Expenses, (2) the difference between Comparison Year Taxes and the Base Year Taxes, and (3) the Capital Costs, times Tenant's Percentage ("Tenant's Share of Expenses").

(b) *Definitions.* As used herein, the following terms shall have the following meanings:

(i) *Base Year.* 2016.

(ii) *Comparison Year.* Each calendar year of the Term after the Base Year.

(iii) *Operating Expenses.* The total cost of operation of the Property, including, without limitation, (1) premiums and deductibles for insurance carried with respect to the Property; (2) all costs of supplies, materials, equipment, and utilities used in or related to the operation, maintenance, and repair of the Property or any part thereof (including utilities, unless the cost of any utilities is to be paid for separately by Tenant pursuant to Paragraph 6.1(b)); (3) all labor costs, including without limitation, salaries, wages, payroll and other taxes, unemployment insurance costs, and employee benefits; (4) all maintenance, management (provided management fees will not exceed 5% of gross income from the Property), janitorial, inspection, legal, accounting, and service agreement costs related to the operation, maintenance, and repair of the Property or any part thereof, including, without limitation, service contracts with independent contractors; and (5) Taxes. Any of the above services may be performed by Landlord or its affiliates, provided that fees for the performance of such services shall be reasonable and competitive with fees charged by unaffiliated entities for the performance of such services in comparable buildings in the area. Operating Expenses shall not include the exclusions set forth in **Exhibit F** attached hereto.

(iv) *Base Year Operating Expenses.* Operating Expenses incurred during the Base Year, provided that: (1) in the event that the Building is less than 95% occupied during the Base Year, then in determining the Base Year Operating Expenses, all Operating Expenses that may reasonably be determined to vary in accordance with the occupancy level of the Building, shall be grossed up to reflect 95% occupancy; and (2) if any extraordinary expenses are incurred during the Base Year which typically are not operations, maintenance, or repair costs of a stabilized property, as reasonably estimated by Landlord, then such expenses shall be excluded from the calculation of Operating Expenses during the

Base Year.

- (v) *Comparison Year Operating Expenses.* Operating Expenses incurred during the Comparison Year, provided that if the Building is less than 95% occupied during the Comparison Year, then in determining the Comparison Year Operating Expenses, all Operating Expenses that may reasonably be determined to vary in accordance with the occupancy level of the Building, shall be grossed up to reflect 95% occupancy
 - (vi) *Taxes.* Any form of assessment, rental tax, license tax, business license tax, levy, charge, tax or similar imposition imposed by any authority having the power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, library, drainage, or other improvement or special assessment district, as against the Property or any part thereof or any legal or equitable interest of Landlord therein, or against Landlord by virtue of its interest therein, and any reasonable costs incurred by Landlord in any proceedings for abatement thereof, including, without limitation, attorneys' and consultants' fees, and regardless of whether any abatement is obtained. Landlord's income and franchise taxes are excluded from Taxes.
 - (vii) *Capital Costs.* The annual cost of any capital improvements to the Property made by Landlord after the Base Year that are designed to increase safety, to reduce Operating Expenses, or to comply with any governmental law or regulation imposed after initial completion of the Building, amortized over such period as Landlord shall reasonably determine, together with a fixed annual interest rate equal to the Prime Rate plus 2% on the unamortized balance. The Prime Rate shall be the prime rate published in the Wall Street Journal on the date the construction is completed.
- (c) *Estimate of Tenant's Share of Expenses.* Before each Comparison Year, and from time to time as Landlord deems appropriate, Landlord shall give Tenant estimates for the coming Comparison Year of Operating Expenses, Capital Costs, and Tenant's Share of Expenses. Landlord shall make reasonable efforts to provide estimates fifteen (15) days before the beginning of each Comparison Year. Tenant shall pay one twelfth (1/12) of the estimated amount of Tenant's Share of Expenses with each monthly payment of Base Rent during the Comparison Year. Each Comparison Year, Landlord shall give Tenant a statement (the "Share of Expenses Statement") showing the Operating Expenses, and Capital Costs for the prior Comparison Year, a calculation of Tenant's Share of Expenses due for the prior Comparison Year and a summary of amounts already paid by Tenant for the prior Comparison Year. Landlord shall make reasonable efforts to provide the Share of Expenses Statement within one hundred twenty (120) days after the end of the prior Comparison Year. Any underpayment by Tenant shall be paid to Landlord within thirty (30) days after delivery of the Share of Expenses Statement; any overpayment shall be credited against the next installment of Base Rent due, provided that any overpayment shall be paid to Tenant within thirty (30) days if the Term has ended. No delay by

Landlord in providing any Share of Expenses Statement shall be deemed a waiver of Tenant's obligation to pay Tenant's Share of Expenses. Notwithstanding anything contained in this paragraph, the total rent payable by Tenant shall in no event be less than the Base Rent.

(d) *Reimbursement Limitations.* In addition to the foregoing, Landlord agrees that: (i) Landlord shall not be permitted to be reimbursed for more than one hundred percent (100%) of its actual costs incurred for Operating Expenses, Taxes, and Capital Costs, (ii) in the event that any Tenant of the Building pays any expense separately, the amount that such tenant(s) is obligated to pay shall be subtracted from the Operating Expenses under this Lease before determining Tenant's Share of Expenses, and (iii) (iii) none of the expenses included in determining Tenant's Share of Expenses shall be included in any other charge payable under this Lease.

ARTICLE IV DELIVERY OF PREMISES AND TENANT IMPROVEMENTS

4.1 Condition of Premises. Landlord shall deliver the Premises to Tenant with the tenant improvements substantially completed in accordance with the terms set forth in **Exhibit B** of this Lease ("Tenant Improvements"). Such Tenant Improvements shall become and remain the property of Landlord.

4.2 Delay in Possession. If Landlord is unable to deliver possession of the Premises to Tenant on or before the Scheduled Commencement Date for any reason whatsoever, Landlord shall not be liable to Tenant for any loss or damage resulting therefrom and this Lease shall continue in full force and effect. Notwithstanding the foregoing, if Landlord has not delivered the Premises to Tenant within six (6) months after the Commencement Date set forth in Part I, Tenant may terminate this Lease by notice to Landlord given any time prior to delivery of the Premises.

4.3 Delivery and Acceptance of Possession. Tenant shall accept possession and enter in good faith occupancy of the entire Premises and commence the operation of its business therein within thirty (30) days after the Commencement Date. Tenant's taking possession of any part of the Premises shall be deemed to be an acceptance and an acknowledgment by Tenant that (i) Tenant has had an opportunity to conduct, and has conducted, such inspections of the Premises as it deems necessary to evaluate its condition, (ii) except as otherwise specifically provided herein, Tenant accepts possession of the Premises in its then existing condition, "as-is", including all patent and latent defects, (iii) Tenant Improvements have been completed in accordance with the terms of this Lease, except for defects of which Tenant has given Landlord written notice prior to the time Tenant takes possession, and (iv) neither Landlord, nor any of Landlord's agents, has made any oral or written representations or warranties with respect to such matters other than as set forth in this Lease.

4.4 Early Occupancy. Landlord shall permit Tenant and its contractors to enter the Premises approximately two (2) weeks prior to the Commencement Date for purposes of installing furniture, fixtures and equipment (including, without limitation, low voltage wiring). Tenant and its contractors shall enter the Premises subject to all of the provisions of this Lease (including, without limitation, Tenant's obligations regarding Indemnity and Insurance), except those provisions regarding Tenant's obligation to pay Base Rent and Additional Rent for the Premises, which obligation shall commence on the Commencement Date. Tenant and its contractors shall

not interfere with or adversely affect Landlord's ability to complete the Tenant Improvements, schedule inspections and obtain any required certificate of completion.

ARTICLE V ALTERATIONS AND TENANT'S PERSONAL PROPERTY

5.1 Alterations.

(a) *Landlord's Consent.* Tenant shall not make any alterations, additions, installations, substitutes or improvements ("Alterations") in and to the Premises without first obtaining Landlord's written consent. Landlord shall not unreasonably withhold or delay its consent; provided, however, that Landlord shall have no obligation to consent to Alterations of a structural nature or Alterations that would violate the certificate of occupancy for the Premises or any applicable law, code or ordinance or the terms of any superior lease or mortgage affecting the Property. No consent given by Landlord shall be deemed as a representation or warranty that such Alterations comply with laws, regulations and rules applicable to the Property ("Laws"). Tenant shall pay Landlord's reasonable costs of reviewing or inspecting any proposed Alterations and any other costs that may actually be incurred by Landlord as a result of such Alterations. Landlord's contractor shall perform all Alterations work required by Tenant. Landlord shall contract with the general contractor for completion of the work. Landlord shall manage the construction on behalf of Tenant. Landlord shall charge a construction management fee equal to five percent (5%) of the total cost of construction of the improvements. Such construction management fee shall be paid by Tenant, along with any construction costs pursuant to the terms hereof. Landlord shall act as the single point of contact between Tenant and the architectural and engineering team (if any), and with the general contractor.

(b) *Workmanship.* All Alterations shall be done at reasonable times in a first-class workmanlike manner, by contractors approved by Landlord, and according to plans and specifications previously approved by Landlord. All work shall be done in compliance with all Laws, and with all regulations of the Board of Fire Underwriters or any similar insurance body or bodies. Tenant shall be solely responsible for the effect of any Alterations on the Building's structure and systems, notwithstanding that Landlord has consented to the Alterations, and shall reimburse Landlord on demand for any costs incurred by Landlord by reason of any faulty work done by Tenant or its contractors. Upon completion of Alterations, Tenant shall provide Landlord with a complete set of "as-built" plans.

(c) *Mechanics and Other Liens.* Tenant shall keep the Property and Tenant's leasehold interest therein free of any liens or claims of liens, and shall discharge any such liens within ten (10) days of their filing. Before commencement of any work, Tenant's contractor shall provide payment, performance and lien indemnity bonds required by Landlord, and Tenant shall provide evidence of such insurance as Landlord may require, naming Landlord as an additional insured. Tenant shall indemnify Landlord and hold it harmless from and against any cost, claim, or liability arising from any work done by or at the direction of Tenant.

(d) *Removal of Alterations.* All Alterations affixed to the Premises shall become part thereof and remain therein at the end of the Term. However, if Landlord gives Tenant notice, at the time Landlord approves the Alterations, that Tenant must remove such Alterations upon expiration or termination of this Lease, then upon such expiration or termination,

Tenant shall remove the Alterations, make any repair required by such removal, and restore the Premises to its condition prior to installation of the Alterations.

5.2 Tenant's Personal Property.

(a) *In General.* Tenant may provide and install, and shall maintain in good condition, all trade fixtures, personal property, equipment, furniture and moveable partitions required in the conduct of its business in the Premises. All of Tenant's personal property, trade fixtures, equipment, furniture, movable partitions, and any Alterations not affixed to the Premises shall remain Tenant's property ("Tenant's Property").

(b) *Intentionally Omitted.*

(c) *Payment of Taxes.* Tenant shall pay before delinquency all taxes levied against Tenant's Property and any Alterations installed by or on behalf of Tenant. If any such taxes are levied against Landlord or its property, or if the assessed value of the Premises is increased by the inclusion of a value placed on Tenant's Property, Landlord may pay such taxes, and Tenant shall within thirty (30) days repay to Landlord the portion of such taxes resulting from such increase.

ARTICLE VI LANDLORD'S COVENANTS

6.1 Services Provided by Landlord.

(a) *Services.* Landlord shall provide to the Premises services, utilities, facilities and supplies equal in quality to those customarily provided by landlords in buildings of a similar design in the area in which the Property is located. Landlord shall provide reasonable additional Building operation services upon reasonable advance request of Tenant at reasonable rates from time to time established by Landlord. Landlord shall furnish space heating and cooling as normal seasonal changes may require to provide reasonably comfortable space temperature and ventilation for occupants of the Premises under normal business operation, daily from 8:00 a.m. to 6:00 p.m. (Saturdays from 9:00 a.m. to 1:00 p.m., but only if requested by Tenant by 5:00 p.m. on the immediately preceding Friday), Sundays and legal state holidays excepted. If Tenant shall require space heating or cooling outside the hours and days above specified, Landlord shall provide such service at Tenant's expense in accordance with any advance notice requirements established from time to time by Landlord.

(b) *Separately Metered Utilities.* Landlord shall provide standard janitorial services and such utilities as are part of Operating Expenses to the Premises. Tenant shall pay all charges for separately metered and separately billed telephone and other utility services used, rendered or supplied upon or in connection with the Premises above the full service currently provided in the Building and, in connection therewith, Tenant shall indemnify Landlord against liability or damage on such account. The costs of any utilities which are not separately metered shall be included as an Operating Expense. If Landlord has reason to believe that Tenant is using a disproportionate share of any utility which is not separately metered, Landlord may, at Landlord's election, and at Landlord's expense, conduct an engineering audit to estimate Tenant's actual use. If such audit determines that Tenant is using more than its proportionate share of any utility, Tenant shall reimburse Landlord for the cost of the audit and Tenant shall pay for any use

above its proportionate share as additional rent. If such audit determines that Tenant is not using more than its proportionate share of any utility, Tenant shall not be obligated to reimburse Landlord for the cost of said audit.

(c) *Graphics and Signs.* Landlord, at Landlord's expense, shall provide identification of Tenant's name and suite numerals at the main entrance door to the Premises and in the Building directory. All signs, notices, graphics and decorations of every kind or character which are visible in or from the Common Areas or the exterior of the Premises shall be subject to Landlord's prior written approval, which Landlord shall have the right to withhold in its absolute and sole discretion.

(d) *Right to Cease Providing Services.* In case of Force Majeure or in connection with any repairs, alterations or additions to the Property or the Premises, or any other acts required of or permitted to Landlord herein, Landlord may reduce or suspend service of the Building's utilities, facilities or supplies, provided that Landlord shall use reasonable diligence to restore such services, facilities or supplies as soon as possible. No such reduction or suspension shall constitute an actual or constructive eviction or disturbance of Tenant's use or possession of the Premises provided, however, that if such reduction or suspension renders the Premises unusable, in Landlord's and Tenant's reasonable judgment, for a period in excess of five (5) consecutive business days, Base Rent shall abate until utility service is restored.

6.2 Repairs and Maintenance. Landlord shall repair and maintain (i) the Common Areas, (ii) the structural portions of the Building, (iii) the exterior walls of the Building (including exterior windows and glazing), (iv) the roof, and (v) the basic plumbing, utility and sewer lines, Building life safety systems, sprinklers (if any), electrical, mechanical and heating, ventilating and air-conditioning systems serving the Premises, in the manner and to the extent customarily provided by landlords in similar buildings in the area. Tenant shall pay for such repairs as set forth in Paragraph 3.2. If any maintenance, repair or replacement is required because of any act, omission or neglect of duty by Tenant or its agents, employees, invitees or contractors, the cost thereof shall be paid by Tenant to Landlord as additional rent within thirty (30) days after billing.

6.3 Quiet Enjoyment. Upon Tenant's paying the rent and performing its other obligations, Landlord shall permit Tenant to peacefully and quietly hold and enjoy the Premises, subject to the provisions of this Lease.

6.4 Insurance. Landlord shall insure the Property, including the Building and Tenant Improvements and approved Alterations, if any, against damage by fire and standard extended coverage perils, and shall carry public liability insurance, all in such reasonable amounts as would be carried by a prudent owner of a similar building in the area. Landlord may carry any other forms of insurance as it or its mortgagee may deem advisable. Insurance obtained by Landlord shall not be in lieu of any insurance required to be maintained by Tenant. Landlord shall not carry any insurance on Tenant's Property, and shall not be obligated to repair or replace any of Tenant's Property.

ARTICLE VII TENANT'S COVENANTS

7.1 Repairs, Maintenance and Surrender.

(a) *Repairs and Maintenance.* Subject to Section 6.2 above, Tenant shall keep the Premises in good order and condition, and shall promptly repair any damage to the Premises excluding glass in exterior walls. Tenant shall also repair any damage to the rest of the Property, including glass in exterior walls, if such damage is attributable to Tenant's negligence or misuse caused by Tenant or its agents, employees, or invitees, licensees or independent contractors. All repairs shall be made in a workmanlike manner and any replacements or substitutions shall be of a quality, utility, value and condition similar to or better than the replaced or substituted item.

(b) *Surrender.* At the end of the Term, Tenant shall peaceably surrender the Premises in good order, repair and condition, except for reasonable wear and tear and damage due to casualty, if any, and Tenant shall remove Tenant's Property (including, without limitation and if requested by Landlord with reasonable prior notice, all cabling and telecommunications equipment, excepting any cabling not installed by or on behalf of Tenant) and (if required by Landlord) any Alterations, repairing any damage caused by such removal and restoring the Premises and leaving them clean and neat. Any property not so removed shall be deemed abandoned and may be retained by Landlord or may be removed and disposed of by Landlord in such manner as Landlord shall determine. Tenant shall be responsible for costs and expenses incurred by Landlord in removing any Alterations which Tenant failed to remove per Landlord's request at the time Landlord approved such Alteration and disposing of any such abandoned property, making any incidental repairs and replacements to the Premises, and restoring the Premises to its original condition.

7.2 Use.

(a) *General Use.* Tenant shall use the Premises only for the Permitted Uses, and shall not use or permit the Premises to be used in violation of any law or ordinance or of any certificate of occupancy issued for the Building or the Premises, or of the Rules and Regulations. Tenant shall not cause, maintain or permit any nuisance in, on or about the Property, or commit or allow any waste in or upon the Property. Tenant shall not use utility services in excess of amounts reasonably determined by Landlord to be within the normal range of demand for the Permitted Uses.

(b) *Obstructions and Exterior Displays.* Tenant shall not obstruct any of the Common Areas or any portion of the Property outside the Premises, and shall not, except as otherwise previously approved by Landlord, place or permit any signs, decorations, curtains, blinds, shades, awnings, arials or flagpoles, or the like, that may be visible from outside the Premises. If Landlord designates a standard window covering for use throughout the Building, Tenant shall use this standard window covering to cover all windows in the Premises.

(c) *Floor Load.* Tenant shall not place a load upon the floor of the Premises exceeding the load per square foot such floor was designed to carry, as determined by applicable building code.

(d) *Compliance with Insurance Policies.* Tenant shall not keep or use any article in the Premises, or permit any activity therein, which is prohibited by any insurance policy covering the Building, or would result in an increase in the premiums thereunder. Landlord acknowledges and agrees that the use of the Premises in the proper and ordinary conduct of the

Tenant's business for the purposes set forth herein shall not be considered in violation of this paragraph.

(e) *Rules and Regulations.* Tenant shall observe and comply with the rules and regulations attached as **Exhibit C** (the "Rules and Regulations"), and all modifications thereto as made by Landlord and put into effect from time to time. Landlord shall not be responsible to Tenant for the violation or non-performance by any other tenant or occupant of the Building of the Rules and Regulations.

7.3 Assignment; Sublease.

(a) *Consent Required.* Tenant shall not assign its rights under this Lease nor sublet the whole or any part of the Premises without Landlord's prior written consent, which shall not be unreasonably withheld, delayed or conditioned. Landlord's consent shall not be considered unreasonably withheld (by way of example and not limitation) if (i) the proposed subtenant's or assignee's creditworthiness does not meet the same criteria Landlord uses to select comparable Building tenants; (ii) the proposed subtenant's or assignee's business is not suitable for the Building when considering the business of the other tenants and the Building's profile or reputation; (iii) the proposed subtenant or assignee is already a tenant or occupant of the Building; or (iv) Landlord then has available for lease in the Building a similarly sized space. In the event that Landlord grants such consent, Tenant shall remain primarily liable to Landlord for the payment of all rent and for the full performance of the obligations under this Lease and fifty percent (50%) of any excess gross rents collected by Tenant shall be paid to Landlord. Tenant shall be responsible for payment of all out of pocket costs actually incurred by Landlord in connection with any such request for Landlord's consent to a proposed assignment or subletting, as provided in Paragraph 11.5. Any assignment or subletting which does not conform with this Paragraph 7.3 shall be void and a default hereunder.

(b) *Recapture.* In addition to, but not in limitation of, the foregoing: in the event of a request by Tenant for Landlord's consent to a proposed assignment of the Lease or a proposed subletting of twenty percent (20%) or more of the floor area of the Premises, Landlord, at Landlord's sole option, may terminate the Lease; and in the event of a request by Tenant for Landlord's consent to a proposed subletting of less than twenty percent (20%) of the floor area of the Premises, Landlord, at Landlord's sole option, may cancel the Lease with respect to the area in question for the proposed term of such sublease. Landlord shall exercise any such option by written notice given to Tenant within thirty (30) days after Landlord's receipt of such request from Tenant, and in each case such termination or cancellation shall take effect as of the date set forth in Landlord's said notice, which shall be not less than sixty (60) days and not more than one hundred twenty (120) days after the date of Landlord's said notice. If Landlord exercises any such option to terminate or cancel the Lease, Tenant shall surrender possession of the portion of the Premises to which the termination or cancellation applies on or before the date set forth in Landlord's notice, in accordance with the provisions of this Lease relating to the surrender of the Premises at expiration of the Term. If the Lease is cancelled as to a portion of the Premises only, Base Rent after the date of such cancellation shall be abated on a pro-rata basis, as determined by Landlord, and Tenant's Percentage shall be proportionally reduced. Landlord's failure to exercise such option to terminate or cancel the Lease shall not be construed as Landlord's consent to the proposed assignment or subletting.

(c) *Entity Changes.* For purposes of this Paragraph 7.3, "assignment" shall include, without limitation: (i) any transfer of Tenant's interest in this Lease by operation of law; (ii) any merger or consolidation of Tenant with or into any other firm or corporate entity, whether in a single transaction or a series of transactions; (iii) the transfer or sale of a controlling interest in Tenant, whether by sale of its capital stock or otherwise; or (iv) any agreement by which Tenant agrees to enter into or execute any assignment or other transfer of the Lease at the direction of any other party, or assigns Tenant's rights in and to the income arising from any such assignment or transfer to another party.

(d) *Permitted Transfers.* Notwithstanding anything in this Lease to the contrary, Tenant does not need to obtain Landlord's consent to an assignment or subletting to (i) any entity resulting from a merger or consolidation with Tenant, (ii) any entity succeeding to substantially all of Tenant's business or assets, (iii) any parent of Tenant, and/or (iv) any entity that controls, is controlled by, or is under common control with Tenant (each, a "Permitted Transfer"), provided that in each case Tenant shall remain fully liable hereunder and, with regard to a Permitted Transfer only, subsection (b) above shall not apply.

7.4 INDEMNITY.

(A) TENANT, AT TENANT'S EXPENSE, SHALL DEFEND (WITH COUNSEL SATISFACTORY TO LANDLORD), INDEMNIFY AND HOLD HARMLESS LANDLORD AND LANDLORD'S AGENTS, EMPLOYEES, INVITEES, LICENSEES AND CONTRACTORS FROM AND AGAINST ANY COST, CLAIM, ACTION, LIABILITY OR DAMAGE OF ANY KIND ARISING FROM (I) TENANT'S USE AND OCCUPANCY OF THE PREMISES OR THE PROPERTY, OR ANY ACTIVITY DONE OR PERMITTED BY TENANT, IN, ON OR ABOUT THE PREMISES OR THE PROPERTY, (II) ANY BREACH OR DEFAULT BY TENANT OF ITS OBLIGATIONS UNDER THIS LEASE, OR (III) ANY NEGLIGENT, TORTIOUS OR ILLEGAL ACT OR OMISSION OF TENANT, ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES OR CONTRACTORS. THE OBLIGATIONS OF TENANT UNDER THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE. NOTHING IN THIS PARAGRAPH SHALL RELIEVE LANDLORD FROM, OR REQUIRE TENANT TO INDEMNIFY LANDLORD AGAINST, LIABILITY FOR DAMAGES TO PROPERTY OR INJURY TO PERSON CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR ITS AGENTS, EMPLOYEES OR CONTRACTORS. ALL PROPERTY KEPT, STORED OR MAINTAINED IN THE PREMISES SHALL BE AT THE SOLE RISK OF TENANT.

(b) Landlord, at Landlord's expense, shall defend, indemnify and hold harmless Tenant and Tenant's agents, employees, invitees, licensees and contractors from and against any cost, claim, action, liability or damage of any kind arising from (i) any breach or default by Landlord of its obligations under this Lease, or (ii) any negligent, tortious or illegal act or omission of Landlord, its agents, employees, invitees, licensees or contractors. The obligations of Landlord under this paragraph shall survive the expiration or termination of this Lease. Nothing in this paragraph shall relieve Tenant from, or require Landlord to indemnify Tenant against, liability for damages to property or injury to person caused by the negligence or willful misconduct of Tenant or its agents, employees or contractors.

7.5 *Tenant's Insurance.* Tenant shall maintain in responsible companies qualified to do business, in good standing in the state in which the Premises are located and otherwise acceptable to Landlord and at its sole expense the following insurance: (i) commercial general liability insurance covering the Premises insuring Landlord as well as Tenant with limits which shall, at the commencement of the Term, be at least equal to the Public Liability Insurance

Amount and from time to time during the Term shall be for such higher limits, if any, as are customarily carried in the area in which the Premises are located with respect to similar properties, (ii) workers' compensation insurance with statutory limits covering all of Tenant's employees working in the Premises, (iii) property insurance insuring Tenant's Property for the full replacement value of such items and (iv) business interruption insurance. There shall be a deductible not greater than \$10,000 for property insurance policies. Tenant shall deposit promptly with Landlord certificates for such insurance, and all renewals thereof, bearing the endorsement that the policies will not be canceled until after thirty (30) days' written notice to Landlord. All policies shall be taken out with insurers with a rating of A-IX by Best's and otherwise acceptable to Landlord.

7.6 Payment of Taxes. If at any time during the Term, any political subdivision of the state in which the Property is located, or any other governmental authority, levies or assesses against Landlord a tax or excise on rents or other tax (excluding income tax), however described, including but not limited to assessments, charges or fees required to be paid, by way of substitution for or as a supplement to real estate taxes, or any other tax on rent or profits in substitution for or as a supplement to a tax levied against the Property, Building or Landlord's personal property, then Tenant will pay to Landlord as additional rent its proportionate share based on Tenant's Percentage of said tax or excise.

7.7 Environmental Assurances.

(a) Covenants.

- (i) Tenant shall not cause any Hazardous Materials to be used, generated, stored or disposed of on, under or about, or transported to or from, the Premises unless the same is specifically approved in advance by Landlord in writing other than small quantities of retail, household, and office chemicals customarily sold over-the-counter to the public and which are related to Tenant's Permitted Uses.
- (ii) Tenant shall comply with all obligations imposed by Environmental Laws, and all other restrictions and regulations upon the use, generation, storage or disposal of Hazardous Materials at, to or from the Premises.
- (iii) Tenant shall deliver promptly to Landlord true and complete copies of all notices received by Tenant from any governmental authority with respect to the use, generation, storage or disposal by Tenant of Hazardous Materials at, to or from the Premises and shall immediately notify Landlord both by telephone and in writing of any unauthorized discharge of Hazardous Materials or of any condition that poses an imminent hazard to the Property, the public or the environment.
- (iv) Tenant shall complete fully, truthfully and promptly any questionnaires sent by Landlord with respect to Tenant's use of the

Premises and its use, generation, storage and disposal of Hazardous Materials at, to or from the Premises.

- (v) Tenant shall permit entry onto the Premises by Landlord or Landlord's representatives at any reasonable time to verify and monitor Tenant's compliance with its covenants set forth in this Paragraph 7.7 and to perform other environmental inspections of the Premises.
- (vi) If Landlord conducts any environmental inspections because it has reasonable grounds to believe that Tenant's activities have or are likely to result in a violation of Environmental Laws or a release of Hazardous Materials on the Property, then Tenant shall pay to Landlord, as additional rent, the out of pocket costs incurred by Landlord for such inspections.
- (vii) Tenant shall cease immediately upon notice from Landlord any activity which violates or creates a risk of violation of any Environmental Laws.
- (viii) After notice to and approval by Landlord, Tenant shall promptly remove, clean-up, dispose of or otherwise remediate, in accordance with Environmental Laws and good commercial practice, any Hazardous Materials on, under or about the Property resulting from Tenant's activities on the Property.

(b) *Indemnification.* Tenant shall indemnify, defend with counsel acceptable to Landlord and hold Landlord harmless from and against any claims, damages, costs, liabilities or losses (including, without limitation, any decrease in the value of the Property, loss or restriction of any area of the Property, and adverse impact of the marketability of the Property or Premises) arising out of Tenant's use, generation, storage or disposal of Hazardous Materials at, to or from the Premises.

(c) *Definitions.* Hazardous Materials shall include but not be limited to substances defined as "hazardous substances", "toxic substances", or "hazardous wastes" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended; those substances defined as "hazardous substances", "materials", or "wastes" under the law of the state in which the Premises are located; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws ("Environmental Laws"); materials containing asbestos or urea formaldehyde; gasoline and other petroleum products; flammable explosives; radon and other natural gases; and radioactive materials.

(d) *Survival.* The obligations of Tenant in this Paragraph 7.7 shall survive the expiration or termination of this Lease.

(e) *Existing Hazardous Materials.* Landlord shall be responsible at Landlord's expense to remediate any Hazardous Materials present on, under, or in the Premises prior to the Lease Commencement Date, to the extent such remediation is required by applicable Environmental Laws.

7.8 **Americans With Disabilities Act.** Landlord shall comply with the Americans with Disabilities Act of 1990 ("ADA") and the regulations promulgated thereunder with respect to the Building excluding the Premises and, prior to the Commencement Date with respect to the Premises, including the Tenant Improvements installed by Landlord. Tenant shall comply with the ADA and the regulations thereunder that are promulgated after the Commencement Date with respect to the Premises. Subject to the foregoing, Tenant hereby expressly assumes all responsibility for the compliance of activities conducted by Tenant within the Premises with the ADA relating to the Premises. Any Alterations to the Premises made by Tenant for the purpose of complying with the ADA or which otherwise require compliance with the ADA shall be done in accordance with this Lease; provided, that Landlord's consent to such Alterations shall not constitute either Landlord's assumption, in whole or in part, of Tenant's responsibility for compliance with the ADA, or representation or confirmation by Landlord that such Alterations comply with the provisions of the ADA.

ARTICLE VIII DEFAULT

8.1 **Default.** The occurrence of any one or more of the following events shall constitute an event of default hereunder by Tenant ("Event of Default"):

(a) The failure by Tenant to make any payment of Base Rent or additional rent or any other payment required hereunder, as and when due, where such failure shall continue for a period of five (5) days after written notice thereof from Landlord to Tenant; provided, that Landlord shall not be required to provide such notice more than twice during the Term with respect to non-payment of Rent, the third such non-payment constituting a default without requirement of notice;

(b) The failure by Tenant to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Tenant, other than as specified in clause (a) above, where such failure shall continue for a period of more than thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period, diligently prosecutes such cure to completion, and completes such cure no later than sixty (60) days from the date of such notice from Landlord;

(c) The failure by Tenant to pay its debts as they become due, or Tenant or any such Guarantor (if any) becoming insolvent, filing or having filed against it a petition under any chapter of the United States Bankruptcy Code, 11 U.S.C. Paragraph 101 *et seq.* (or any similar petition under any insolvency law of any jurisdiction) and such petition is not dismissed within sixty (60) days thereafter, proposing any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, making an assignment or trust mortgage for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to any property or business of Tenant; or

(d) If the leasehold estate under this Lease or any substantial part of the property or assets of Tenant is taken by execution, or by other process of law, or is attached or subjected to any involuntary encumbrance if such attachment or other seizure remains undismissed or undischarged for a period of ten business (10) days after the levy thereof.

(e) Notwithstanding anything contained herein to the contrary, Tenant shall have the right to close and vacate the Premises at any time during the term of this Lease without being deemed to be in default hereunder, provided that (i) Tenant provides at least thirty (30) days prior notice to Landlord, (ii) Tenant continuously pays all Base Rent, Additional Rent, and any other costs due and payable by Tenant hereunder, and maintains the Premises as required hereby, and (iii) Landlord's recapture rights under Section 7.3 shall be in effect. In the event Tenant closes its' business in the Premises as aforesaid, Tenant hereby waives its' corporate exclusion right set forth in paragraph 4 of Part III (Additional Provisions) of this Lease;

8.2 Remedies of Landlord and Calculation of Damages.

(a) *Remedies.* In the event of any Event of Default by Tenant, whether or not the Term shall have begun, in addition to any other remedies available to Landlord at law or in equity, Landlord may, at its option and without further notice exercise any or all of the following remedies:

- (i) Terminate the Lease and upon notice to Tenant of termination of the Lease all rights of Tenant hereunder shall thereupon come to an end as fully and completely as if the date such notice is given were the date originally fixed for the expiration of the Term, and Tenant shall then quit and surrender the Premises to Landlord and Landlord shall have the right, without judicial process, to re-enter the Premises. No such expiration or termination of the Lease shall relieve Tenant of its liability and obligations under the Lease. Notwithstanding the foregoing, Landlord agrees that if it obtains possession of any Protected Health Information ("PHI") (as defined by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and its implementing regulations, as amended from time to time) due to eviction or any other exercise of repossession, that it shall safeguard and return such PHI to Tenant. This provision includes, but is not limited to, PHI contained in paper documents and files, electronic storage devices, and electronic data on computers or servers.
- (ii) Accelerate the payment of Base Rent and all additional rent under this Lease for the remainder of the Term and terminate the Lease in the same manner, and with the same force and effect, as provided in clause (i) above.
- (iii) Enter the Premises and cure any default by Tenant and in so doing, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord, and all incidental costs and

expenses, including reasonable attorneys' fees, shall be considered additional rent under this Lease and shall be payable to Landlord immediately upon demand, together with interest from the date of demand to the date of payment at the maximum lawful rate permitted to be charged by Landlord.

(b) *Calculation of Damages.* If this Lease is terminated as provided in Paragraph 8.2(a)(i) above, Tenant, until the end of the Term, or what would have been such Term in the absence of any such event, shall be liable to Landlord, as damages for Tenant's default, for the amount of the Base Rent and all additional rent and other charges which would be payable under this lease by Tenant if this Lease were still in effect, less the net proceeds of any reletting of the Premises actually collected by Landlord after deducting all Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage and management commissions, operating expenses, legal expenses, reasonable attorneys' fees, alteration costs and expenses of preparation of the Premises for such reletting. Tenant shall pay such damages to Landlord monthly on the days on which the Base Rent would have been payable as if this Lease were still in effect, and Landlord shall be entitled to recover from Tenant such damages monthly as the same shall arise.

If Base Rent and additional rent are accelerated and this Lease is terminated as provided in Paragraph 8.2(a)(ii) above, Tenant shall be liable to pay to Landlord, in one payment, as damages for Tenant's default, an amount equal to the total amount of Base Rent and additional rent reserved in this Lease from the date of default to the date of expiration of the Term discounted at a fixed annual interest rate equal to the Federal Funds Rate as published in the Wall Street Journal on the date of Landlord's election to accelerate the rents hereunder.

Whether or not the Lease is terminated, Landlord shall in no way be responsible or liable for any failure to relet the Premises or for any failure to collect any rent upon such reletting.

(c) *No Limitations.* Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be provided, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

(d) *Cumulative Remedies.* Landlord's remedies under this Lease are cumulative and not exclusive of any other remedies to which Landlord may be entitled in case of Tenant's default or threatened default under this Lease, including, without limitation, the remedies of injunction and specific performance.

ARTICLE IX CASUALTY AND EMINENT DOMAIN

9.1 Casualty.

(a) *Casualty in General.* If, during the Term, the Premises, the Building or the Lot, are wholly or partially damaged or destroyed by fire or other casualty, and the casualty

renders the Premises totally or partially inaccessible or unusable by Tenant in the ordinary conduct of Tenant's business, then Landlord shall, within sixty (60) days of the date of the damage, give Tenant a notice ("Damage Notice") stating whether, according to Landlord's good faith estimate, the damage can be repaired within nine (9) months from the date of the casualty ("Repair Period"), without the payment of overtime or other premiums. The parties' rights and obligations shall then be governed according to whether the casualty is an Insured Casualty or an Uninsured Casualty as set forth in the following paragraphs.

(b) *Insured Casualty.* If the casualty results from a risk, the loss to Landlord from which is fully covered by insurance maintained by Landlord or for Landlord's benefit (except for any deductible amount), it shall be an "Insured Casualty" and governed by this Paragraph 9.1(b). In such event, if the Damage Notice states that the repairs can be completed within the Repair Period without the payment of overtime or other premiums, then Landlord shall promptly proceed to make the repairs, this Lease shall remain in full force and effect, and Base Rent shall be reduced, during the period between the casualty and completion of the repairs, in proportion to the portion of the Premises that is inaccessible or unusable during that period and which is, in fact, not utilized by Tenant. Base Rent shall not be reduced by reason of any portion of the Premises being unusable or inaccessible for a period of fifteen (15) business days or less. If the Damage Notice states that the repairs cannot, in Landlord's estimate, be completed within the Repair Period without the payment of overtime or other premiums, then either party may, terminate this Lease by written notice given to the other within thirty (30) days after the giving of the Damage Notice. If either party elects to terminate this Lease, the lease shall terminate as of the date of the occurrence of such damage or destruction and Tenant shall vacate the Premises fifteen (15) business days from the date of the written notice terminating the Lease. If neither party so terminates, then this Lease shall remain in effect, Landlord shall make repairs, and Base Rent shall be proportionately reduced as set forth above during the period when the Premises is inaccessible or unusable and is not used by Tenant.

(c) *Uninsured Casualty.* If the casualty is not an Insured Casualty as set forth in the previous paragraph, it shall be an "Uninsured Casualty" governed by this Paragraph 9.1(c). In such event, if the Damage Notice states that the repairs can be completed within the Repair Period without the payment of overtime or other premiums, Landlord may elect, by written notice given to Tenant within thirty (30) days after the Damage Notice, to make the repairs, in which event this Lease shall remain in effect and Base Rent shall be proportionately reduced as set forth above. If Landlord does not so elect to make the repairs, or if the Damage Notice states that the repairs cannot be made within the Repair Period, this Lease shall terminate as of the date of the casualty and Tenant shall vacate the Premises five (5) business days from the date of Landlord's written notice to Tenant terminating the Lease.

(d) *Casualty within final six months of Term.* Notwithstanding anything to the contrary contained in this Paragraph 9.1, if the Premises or the Building is wholly or partially damaged or destroyed within the final six (6) months of the Term of this Lease, Landlord shall not be required to repair such casualty and either Landlord or Tenant may elect to terminate this Lease.

(e) *Tenant Improvements and Alterations.* If Landlord elects to repair after a casualty in accordance with this Paragraph 9.1, Landlord shall cause Tenant Improvements and Alterations which Landlord has approved, to be repaired and restored at Landlord's sole expense.

Landlord shall have no responsibility for any personal property placed or kept in or on the Premises or the Building by Tenant or Tenant's agents, employees, invitees or contractors and Landlord shall not be required to repair any damage to, or make any repairs to or replacements of, such personal property.

(f) *Exclusive Remedy.* This Paragraph 9.1 shall be Tenant's sole and exclusive remedy in the event of damage or destruction to the Premises or the Building. No damages, compensation or claim shall be payable by Landlord for any inconvenience, any interruption or cessation of Tenant's business, or any annoyance, arising from any damage to or destruction of all or any portion of the Premises or the Building.

(g) *Waiver of Subrogation.* Landlord and Tenant shall cause each insurance policy obtained by each of them to provide that the insurer waives all right of recovery by way of subrogation against either Landlord or Tenant in connection with any loss or damage covered by such policy.

9.2 Eminent Domain.

(a) *Eminent Domain in General.* If the whole of the Premises, or so much of the Premises as to render the balance unusable by Tenant, shall be taken or appropriated under the power of eminent domain or condemnation (a "Taking"), either Landlord or Tenant may terminate this Lease and the termination date shall be the date of the Order of Taking, or the date possession is taken by the Taking authority, whichever is earlier. If any part of the Property is the subject of a Taking and such Taking materially affects the normal operation of the Building or Common Areas, Landlord may elect to terminate this Lease. A sale by Landlord under threat of a Taking shall constitute a Taking for the purpose of this Paragraph 9.2. No award for any partial or entire Taking shall be apportioned. Landlord shall receive (subject to the rights of Landlord's mortgagees) and Tenant hereby assigns to Landlord any award which may be made and any other proceeds in connection with such Taking, together with all rights of Tenant to such award or proceeds, including, without limitation, any award or compensation for the value of all or any part of the leasehold estate; provided that nothing contained in this Paragraph 9.2(a) shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any separate award made to Tenant for (i) the taking of Tenant's Property, or (ii) interruption of or damage to Tenant's business, or (iii) Tenant's moving and relocation costs.

(b) *Reduction in Base Rent.* In the event of a Taking which does not result in a termination of the Lease, Base Rent shall be proportionately reduced based on the portion of the Premises rendered unusable, and Landlord shall restore the Premises or the Building to the extent of available proceeds or awards from such Taking. Landlord shall not be required to repair or restore any damage to Tenant's Property or any Alterations.

(c) *Sole Remedies.* This Paragraph 9.2 sets forth Tenant's and Landlord's sole remedies for Taking. Upon termination of this Lease pursuant to this Paragraph 9.2, Tenant and Landlord hereby agree to release each other from any and all obligations and liabilities with respect to this Lease except such obligations and liabilities which arise or accrue prior to such termination.

ARTICLE X RIGHTS OF PARTIES HOLDING SENIOR INTERESTS

10.1 Subordination. This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, ground lease or other matters of record ("Senior Interests") which now or at any time hereafter encumber the Property and Tenant shall, within twenty (20) days of Landlord's request, execute and deliver to Landlord such recordable written instruments as shall be necessary to show the subordination of this Lease to such Senior Interests. Landlord represents and warrants that the Building is not subject to any Senior Interests as of the date of this Lease. With respect to any Senior Interests that Landlord may hereafter create, Tenant's subordination thereto shall be conditional upon the holder of the Senior Interest executing and delivering to Tenant a commercially reasonable Subordination, Non-Disturbance and Attornment Agreement. If any holder of a Senior Interest succeeds to the interest of Landlord under this Lease, then, at the option of such holder, this Lease shall continue in full force and effect and Tenant shall attorn to such holder and to recognize such holder as its landlord. Upon any termination of Landlord's interest in the Building in which the Premises are a part, such person or organization then acquiring title to the Building or Premises ("Successor Landlord") shall, in a commercially reasonable period of time, notify Tenant whether such Successor Landlord or any controlling member of Successor Landlord is a physician or other medical professional. If such is the case, Tenant and Successor Landlord will enter into an amendment to the Lease addressing any Tenant Anti-kickback, Stark Law, or other regulatory requirements.

10.2 Mortgagee's Consent. No assignment of the Lease and no agreement to make or accept any surrender, termination or cancellation of this Lease and no agreement to modify so as to reduce the Rent, change the Term, or otherwise materially change the rights of Landlord under this Lease, or to relieve Tenant of any obligations or liability under this Lease, shall be valid unless consented to by Landlord's mortgagees of record, if any.

ARTICLE XI GENERAL

11.1 Representations by Tenant. Tenant represents and warrants that any financial statements provided by it to Landlord were true, correct and complete when provided, and that no material adverse change has occurred since that date that would render them inaccurate or misleading. Tenant represents and warrants that those persons executing this Lease on Tenant's behalf are duly authorized to execute and deliver this Lease on its behalf, and that this Lease is binding upon Tenant in accordance with its terms, and if requested by Landlord, simultaneously with the execution of this Lease, Tenant shall deliver evidence of such authority to Landlord in form satisfactory to Landlord.

11.2 Notices. Any notice required or permitted hereunder shall be in writing. Notices shall be addressed to Landlord c/o Manager at Manager's Address and to Tenant at Tenant's Address. Any communication so addressed shall be deemed duly given when delivered by hand, one day after being sent by Federal Express (or other guaranteed one day delivery service) or three days after being sent by registered or certified mail, return receipt requested. Either party may change its address by giving notice to the other.

11.3 No Waiver or Oral Modification. No provision of this Lease shall be deemed waived by Landlord or Tenant except by a signed written waiver. No consent to any act or waiver

of any breach or default, express or implied, by Landlord or Tenant, shall be construed as a consent to any other act or waiver of any other breach or default.

11.4 Severability. If any provision of this Lease, or the application thereof in any circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each provision hereof shall be valid and enforceable to the fullest extent permitted by law.

11.5 Requests by Tenant. Tenant shall pay, within thirty (30) days after demand, all costs incurred by Landlord, including without limitation reasonable attorneys' fees, in connection with any matter requiring Landlord's review or consent or any other requests made by Tenant under this Lease, regardless of whether such request is granted by Landlord.

11.6 Estoppel Certificate and Financial Statements.

(a) *Estoppel Certificate.* Within ten (10) days after written request by Landlord, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying (i) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (ii) the amount of Base Rent currently payable by Tenant to Landlord; (iii) Tenant's Percentage and Tenant's Share of Expenses currently payable by Tenant to Landlord; (iv) the date to which Base Rent and Tenant's Share of Expenses have been paid in advance; (v) the amount of any security deposited with Landlord; (vi) that Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default, and (vii) such other matters as may be reasonably requested by Landlord. Any such statement may be relied upon by a purchaser, assignee or lender. Tenant's failure to execute and deliver such statement within the time required shall be a default under this Lease and shall also be conclusive upon Tenant that this Lease is in full force and effect and has not been modified except as represented by Landlord; and there are no uncured defaults in Landlord's performance and Tenant has no right of offset, counterclaim or deduction against rent.

(b) *Financial Statements.* Tenant shall, without charge therefor, at any time within ten (10) days following a request by Landlord (but not more than once in any rolling 12-month period unless the Building is being sold), deliver to Landlord, or to any other party designated by Landlord, a true and accurate copy of Tenant's most recent audited financial statements, provided that Landlord, or the party designated by Landlord to receive Tenant's financial statements, has signed Tenant's standard confidentiality agreement. All requests made by Tenant regarding renewals or expansions must be accompanied by Tenant's most recent financial statements. All requests made by Tenant regarding subleases, or assignments must be accompanied by Tenant's prospective subtenant's and prospective assignee's most recent financial statements.

11.7 Waiver of Liability. Landlord and Tenant each hereby waive all rights of recovery against the other and against the officers, employees, agents, and representatives of the other, on account of loss by or damage to the waiving party or its property or the property of others under its control, to the extent that such loss or damage is insured against under any insurance policy that either may have in force at the time of the loss or damage. Each party shall notify its insurers that the foregoing waiver is contained in this Lease.

11.8 Execution, Prior Agreements and No Representations. This Lease shall not be binding and enforceable until executed by authorized representatives of Landlord and Tenant. This Lease contains all of the agreements of the parties with respect to the subject matter hereof and supersedes all prior dealings, whether written or oral, between them with respect to such subject matter. Each party acknowledges that the other has made no representations or warranties of any kind except as may be specifically set forth in this Lease.

11.9 Brokers. Each party represents and warrants that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except Brokers identified in Part 1 of the Lease. Landlord agrees to pay Brokers the commission arising under this Lease pursuant to a separate written agreement. Each party shall indemnify the other and hold it harmless from any cost, expense, or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this Lease or its negotiation by reason of any act or statement of the indemnifying party.

11.10 Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that only the original Landlord named herein shall be liable for obligations accruing before the beginning of the Term, and thereafter the original Landlord named herein and each successive owner of the Premises shall be liable only for obligations accruing during the period of their respective ownership.

11.11 Applicable Law and Lease Interpretation. This Lease shall be construed, governed and enforced according to the laws of the state in which the Property is located. In construing this Lease, paragraph headings are for convenience only and shall be disregarded. Any recitals herein or exhibits attached hereto are hereby incorporated into this Lease by this reference. Time is of the essence of this Lease and every provision contained herein. The parties acknowledge that this Lease was freely negotiated by both parties, each of whom was represented by counsel; accordingly, this Lease shall be construed according to the fair meaning of its terms, and not against either party.

11.12 Costs of Collection, Enforcement and Disputes. Tenant shall pay all costs of collection, including reasonable attorneys' fees, incurred by Landlord in connection with any default by Tenant. If either Landlord or Tenant institutes any action to enforce the provisions of this Lease or to seek a declaration of rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs as part of any award. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other, on or in respect to any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Premises, and/or claim of injury or damage.

11.13 Holdover. If Tenant holds over in occupancy of the Premises after the expiration of the Term, Tenant shall become a tenant at sufferance only on a month-to-month basis subject to the terms and conditions herein specified, so far as applicable. Tenant shall pay rent during the holdover period, at a base rental rate equal to one hundred fifty percent (150%) of the Base Rent in effect at the end of the Term, plus the amount of Tenant's Share of Expenses then in effect. In

addition, in the event that Landlord gives Tenant written notice that Landlord has identified a substitute tenant for the Premises and Tenant fails to fully vacate the Premises within thirty (30) days after receipt of such notice, then Tenant shall also be liable for all damages actually sustained by Landlord on account of such holding over.

11.14 Force Majeure. If Landlord or Tenant is prevented from or delayed in performing any act required of it hereunder, and such prevention or delay is caused by strikes, labor disputes, inability to obtain labor, materials, or equipment, inclement weather, acts of God, governmental restrictions, regulations, or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond such party's reasonable control ("Force Majeure"), the performance of such act shall be excused for a period equal to the period of prevention or delay. A party's financial inability to perform its obligations shall in no event constitute Force Majeure. Nothing in this Paragraph 11.14 shall excuse or delay Tenant's obligation to pay any rent or other charges due under this Lease.

11.15 Limitation On Liability. Landlord's partners, directors, officers, shareholders, trustees or beneficiaries, shall not be liable to Tenant for any damage to or loss of personal property in, or to any personal injury occurring in, the Premises. Landlord shall not be liable to Tenant for any damage to or loss of personal property in, or to any personal injury occurring in, the Premises unless such damage, loss or injury is the result of the gross negligence or willful misconduct of Landlord or its agents as determined by a final non-appealable judicial proceeding. The obligations of Landlord under this Lease do not constitute personal obligations of the individual partners, directors, officers, shareholders, trustees or beneficiaries of Landlord, and Tenant shall not seek recourse against the partners, directors, officers, shareholders, trustees or beneficiaries of Landlord, or any of their personal assets for satisfaction of any liability with respect to this Lease. In the event of any default by Landlord under this Lease, Tenant's sole and exclusive remedy shall be against Landlord's interest in the Property and Tenant's damages shall not include consequential, special, exemplary or punitive damages.

11.16 Notice of Landlord's Default. The failure by Landlord to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Landlord shall not constitute a default by Landlord unless such failure shall continue for a period of more than thirty (30) days after written notice thereof from Tenant to Landlord specifying Landlord's default; provided, however, that if the nature of Landlord's default is such that more than thirty (30) days are reasonably required for its cure, then Landlord shall not be deemed to be in default if Landlord commences such cure within said thirty (30) day period and diligently prosecutes such cure to completion. Tenant shall, simultaneously with delivery to Landlord, provide written notice specifying the Landlord default to the holder of any first mortgage or deed of trust covering the Premises whose name and address have been furnished to Tenant in writing.

11.17 Lease not to be Recorded. Tenant agrees that it will not record this Lease or any memorandum thereof.

11.18 Security Deposit. Upon the execution and delivery of this Lease, Tenant shall pay to Landlord the Security Deposit, which shall be held as security for Tenant's performance as herein provided and refunded to Tenant at the end of the Term subject to Tenant's satisfactory compliance with the conditions hereof. The Security Deposit may be commingled with other funds of Landlord and no interest shall accrue thereon or be payable by Landlord with respect to the

Security Deposit. If all or any part of the Security Deposit is applied to an obligation of Tenant hereunder, Tenant shall immediately upon request by Landlord restore the Security Deposit to its original amount.

11.19 Guaranty of Lease. N/A.

11.20 OFAC. Neither Tenant nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

11.21 Confidentiality. Tenant acknowledges and agrees that the terms of this Lease are confidential and constitute proprietary information of Landlord. Disclosure of the terms hereof could adversely affect the ability of Landlord to negotiate other leases with respect to the Building and may impair Landlord's relationship with other tenants of the Building. Tenant agrees that it and its partners, officers, directors, employees, brokers, and attorneys, if any, shall not disclose the terms and conditions of this Lease to any other person or entity without the prior written consent of Landlord which may be given or withheld by Landlord, in Landlord's sole discretion. It is understood and agreed that damages alone would be an inadequate remedy for the breach of this provision by Tenant, and Landlord shall also have the right to seek specific performance of this provision and to seek injunctive relief to prevent its breach or continued breach.

11.22 HIPAA Confidentiality. Tenant is a health care provider that owns and operates licensed home health care agencies and other providers of health care items and services. In connection with the operation of its business, Tenant electronically transmits Protected Health Information ("PHI"), as defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended from time to time ("HIPAA"). As such, Tenant is a "Covered Entity" within the meaning of HIPAA. Landlord and Tenant acknowledge that Tenant has certain obligations with regard to the PHI of its customers, including PHI located at and within the Premises.

The parties agree that neither Landlord nor its contractors, subcontractors or agents shall need access to, nor shall they use or disclose, any PHI located at and within the Premises. However, in the event PHI is disclosed by Tenant or its agents to Landlord, its contractors, subcontractors or agents, regardless as to whether the disclosure is inadvertent or otherwise, Landlord agrees to take reasonable steps to maintain, and agrees to take reasonable steps to require its contractors, subcontractors, and agents to maintain, as the case may be, the privacy, security and confidentiality of such PHI. Landlord agrees to promptly notify Tenant upon learning of any disclosure of PHI to Landlord or Landlord's contractors, subcontracts or agents. Landlord agrees to take reasonable steps to mitigate any adverse consequences of the disclosure.

The parties agree that the foregoing does not create, and is not intended to create, a "business associate" relationship between the parties as that term is defined by HIPAA.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease, which includes the cover sheet, the foregoing Standard Provisions, Additional Provisions, if any, and Exhibits attached to this Lease, with the intent that each of the parties shall be legally bound thereby and that this Lease shall become effective as of the Date of Lease.

TENANT:

MAXIM HEALTHCARE SERVICES, INC.

By: Shannon Singleton
Shannon Singleton, Assistant Controller

Date: 2/24/16

LANDLORD:

SUN LIFE ASSURANCE COMPANY OF CANADA

By: Deborah Tirone

Name: Deborah Tirone
Authorized Signer

Title: _____

By: John Mulvihill

Name: John Mulvihill
Authorized Signer

Title: _____

Date: 2/29/16

PART III ADDITIONAL PROVISIONS

The following provisions ("Additional Provisions") identified below and attached and/or set forth below are included as part of the Lease between Landlord and Tenant. Capitalized terms used in any of the Additional Provisions and not otherwise defined shall have the meanings given such terms in Part I and Part II of this Lease. Unless express reference is made to a provision in Part I and Part II of this Lease for the purpose of modifying such provision, in the event of any conflict between the Additional Provisions and the provisions of Part I and Part II of this Lease, the provisions contained in Parts I and II shall control.

1. **Parking.** Tenant shall be permitted to use 3.7 unreserved vehicular parking stalls per 1,000 rentable square feet in the Premises, from time to time, in the parking area or areas (the "Parking Area") associated with the Building, all during the initial Term and any Renewal Term without charge. Tenant's use of such space remains subject to such terms, conditions and regulations as are from time to time charged or applicable to patrons of the Parking Area.

2. **Biohazardous Materials.** Notwithstanding the provisions of Section 7.7 of the Lease, Tenant shall be permitted to make use of such materials as are required to be used in the normal course of Tenant's business, provided that Tenant must strictly comply with all applicable Laws related to hazardous and biohazard materials. Tenant shall be solely responsible for the proper storage, removal, disposal and remediation of such materials, and for any cleanup of any contamination caused by Tenant. By way of example, Tenant may store flu vaccine in the Premises during flu season (August through December). Flu vaccines are deemed to be a "biohazardous" material.

3. **Renewal Option.** Provided that at the time such option is exercised and at the expiration of the initial term, (i) Tenant has never been in default under the Lease beyond applicable grace periods, and is not then in default under the Lease beyond any applicable grace period, (ii) Tenant has not assigned this Lease or sublet the Premises, (iii) Tenant continues to occupy the Premises, (iv) Tenant's use is consistent with the general quality of the tenants and uses in the complex, and (v) Tenant's financial statements indicate a net worth at least as high as on the date of this Lease, Tenant shall have the option ("Renewal Option") to renew the term of this Lease for one (1) additional five (5) year term ("Renewal Term") on the same terms and conditions as are contained in this Lease, except that the Base Rent (including annual increases) for the Renewal Term shall be the then "Fair Market Rent" for the Premises, determined as set forth below. The term "Fair Market Rent" shall mean the rent (including annual increases) that a tenant would pay upon leasing space similar to the Premises in a comparable building in Brentwood, Tennessee, taking into consideration such factors as the amount of net rentable space leased; the length of the lease in question; the value of the leasehold improvements existing in the Premises, the suitability of the continued use of the improvements, and the resulting cost savings to Tenant; escalations in Base Rent over the term of the lease that are being included in comparable leases, in comparable buildings for comparable spaces; appropriate inducements and concessions then being included in such comparable leases for preparation of comparable space, including but not limited to so-called free or abated rents; the location and quality of the Building as compared to comparable buildings; and the credit standing of Tenant. In order to exercise the Renewal Option, Tenant must give to Landlord written notice of Tenant's intent to enter negotiations with Landlord no

less than six (6) months, nor more than twelve (12) months, prior to the expiration of the initial term. Upon receipt of Tenant's written notice, Landlord and Tenant shall negotiate in good faith to reach agreement on the "Fair Market Rent" for the Premises for the Renewal Term. If, however, Tenant and Landlord are unable to reach agreement on a "Fair Market Rent" for the Premises within ninety (90) days after Landlord's receipt of Tenant's written notice, then Landlord shall be deemed to have fulfilled its obligations hereunder, and the Renewal Option shall be deemed to have expired and terminated.

4. **Competitive Tenants.** So long as no Event of Default has occurred hereunder, and Maxim Healthcare Services, Inc. or a Permitted Transferee remains the occupant of the Premises, Landlord shall not lease space in the Building to (i) Parrallon or (ii) Aerotek, Inc.

5. **Lockbox.** Landlord, at Tenant's expense, shall install a lockbox on the exterior of the Building, accessible at all hours, to permit Tenant's nurses to drop off their written notes and time sheets every week to the office. Tenant shall not use the lockbox for medicines, medical supplies or medical waste, but solely as a depository for paperwork. The size, design and appearance of the lockbox shall be substantially as shown on **Exhibit D** attached hereto.

6. **Cap on Controllable Expenses.** Notwithstanding the provisions of Section 3.2 of the Lease, Tenant's obligation to reimburse Landlord for increases in Controllable Operating Expenses shall not increase more than seven percent (7%) per annum on a cumulative and compounded basis. "Controllable Operating Expenses" shall mean those Operating Expenses within Landlord's reasonable control and shall exclude, e.g., Taxes, utilities and insurance premium.

7. **Relocation of Tenant.** During the initial term of this Lease and any renewals thereof, Landlord shall not have the right to relocate Tenant from the Premises so long as Tenant leases an entire floor of the Building. If, during the initial term of this Lease and any renewals thereof, Tenant decreases the size of the Premises by any amount, Landlord may, at its option and sole cost and expense, relocate Tenant from the present Premises in the Building to other premises in the Building ("New Premises"). Insofar as reasonably possible, the New Premises shall be of comparable or greater size, comparable or greater improvements, and shall have a configuration substantially similar to the Premises; provided, however, that: (a) Tenant's rent shall not increase above the current monthly Base Rent being paid by Tenant at the time of such relocation if the New Premises are larger than the present Premises; and (b) if the New Premises are smaller than the present Premises, Tenant's monthly Base Rent shall be decreased based on the smaller square footage of the New Premises. If a relocation occurs as set forth herein, all Annual Base Rent shall continue to be calculated at the per square foot rate set forth in this Lease. Landlord shall give Tenant at least forty five (45) days advance written notice of its intention to relocate Tenant; and, Landlord shall pay the cost of moving Tenant to the New Premises including, but not limited to: (a) relocation of telephone and data service including all cabling and data drops to be installed in the New Premises and removal of cabling and/or data drops from the present Premises, if required; (b) all costs of construction and materials to build-out the New Premises; (c) all costs of moving Tenant's furniture, fixtures and equipment; and (d) reasonable costs of the replacement of stationery, marketing materials and business cards. Upon the delivery of the New Premises to Tenant, the New Premises shall become the Premises; and Landlord shall prepare, and Tenant shall execute, an amendment to

this Lease confirming the lease to Tenant of the New Premises. This Lease shall continue in full force and effect as to the New Premises as the Premises.

8. **Landlord Contingency.** Landlord's obligations under this Lease shall be contingent upon the current tenant of the Premises vacating the Premises and terminating its lease no later than February 19, 2016. Either Landlord or Tenant may terminate this Lease by notice to the other if the Premises is not fully vacated and the existing lease terminated by February 19, 2016.

9. **Landlord Representations.** Landlord represents that, to the actual knowledge of Landlord's asset manager for the Building:

(a) There are no hazardous materials in, on, or under the Premises or the Building in violation of applicable environmental laws (and Landlord to indemnify Tenant for any pre-existing environmental law violations); and

(b) The Building is currently assessed for real estate tax purposes without any existing exemptions or abatements.

10. **Landlord Covenant.** Landlord agrees that, at the time the Premises is delivered to Tenant, all Building systems servicing the Premises shall be in good working order.

FLOOR PLAN OF PREMISES

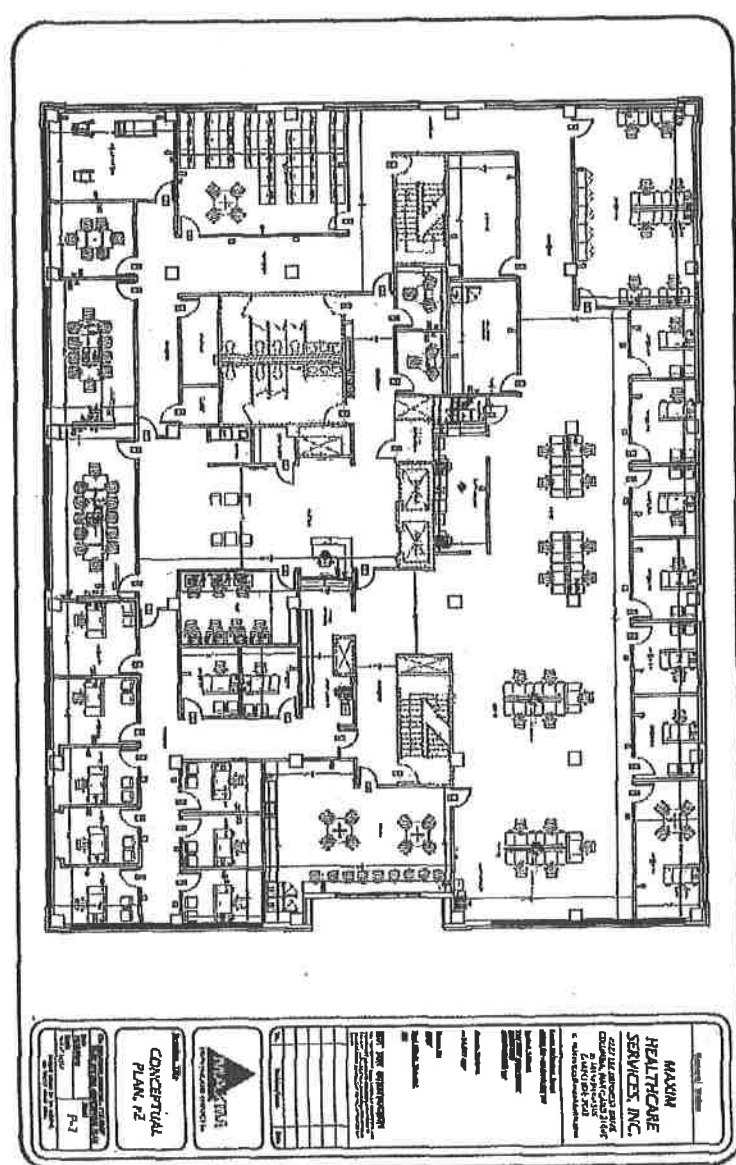


EXHIBIT B – Part I

TENANT IMPROVEMENTS

Prior to delivering the Premises to Tenant, Landlord, at its sole cost and expense, shall install the tenant improvements to the Premises as depicted on the space plans dated October 8, 2015 and the Tenant Specifications dated November 1, 2015, prepared by Tenant, and attached hereto as Exhibit B – Section 2 and Section 3 the "Tenant Improvements". Landlord shall cause the Tenant Improvements to be installed in accordance with the plans and specifications attached hereto and all applicable permits, approvals, codes, ordinances and regulations, in a good and workmanlike manner, using Building-standard materials unless otherwise specified in the plans and specifications, free of all liens, by a licensed contractor. Once installed, the Tenant Improvements shall be a part of the Premises and the sole property of Landlord. Landlord shall pay all costs for design, permitting, architectural/construction drawings, demolition, construction and supervision of the Tenant Improvements to the Premises (excluding tenant-related expenses including telephone, computer and voice data lines, wiring, cabling, furniture and fixtures, which shall be at Tenant's sole expense). Landlord shall notify Tenant in writing of the substantial completion of the Tenant Improvements. Within three (3) days after receipt of such notice, Tenant shall inspect the Premises and provide Landlord with a punch list of uncompleted items; delivery of the punch list shall not, however, delay the Commencement Date. Tenant shall be deemed to have approved all work not listed in the punch list. The punch list items shall be completed by Landlord within thirty (30) days, subject to availability of labor and materials.

EXHIBIT B
Section 2

Tenant Specifications

Maxim Healthcare Services, Inc.
Building Specifications – 115 East Park Drive – Suite 200

Any deviation from the specs below must be approved prior to the start of construction and must be paid for by Tenant

Sprinkler Protection:
Per local code

General Construction Requirements:
N/A

Roof Covering Requirements:
N/A

Approvals:
Tenant's Construction Manager is Doug Bernstein (dobernst@maxhealth.com 443-430-7291). **Only Tenant's Construction Manager may approve and/or change the scope of the construction work.** Any changes to the scope of work will be at Tenant's expense.

Maxim Healthcare Services, Inc.

Standard Building Specification

Internal Building Size Per LOI

Maxim Requirements:

- Maxim will contract and pay for low voltage cabling and wiring, and circuit install.
 - Maxim shall provide office furniture
 - Maxim shall provide material selections and finish schedule for office interiors based on what Landlord has agreed to in this Exhibit B Section 2.
1. Landlord/General Contractor Requirements:
- Provide all Architectural and Engineering design services for design/build project to ensure compliance to applicable building codes and ADA requirements.
 - Tenant must approve A&E and MEP Plans prior to start of demolition or construction, whichever comes first.
 - Provide complete contact information for full time job site supervision
 - Landlord/Contractor to provide and pay for all utilities until Substantial Completion
 - Contractor to provide project schedule to Maxim with the original proposal. The schedule shall be agreed to by Maxim, the Landlord and the Contractor prior to work commencing. Deviations from the schedule shall be communicated to Maxim Construction Contact as soon as possible.
 - Contractor will only discuss scope of project with Maxim Construction Contact and not with Local Contact
 - Provide daily cleanup of project and a final cleanup of project. Final clean shall include sealing and waxing all vinyl floors. All other floors and windows to be professionally cleaned.

2. Site-work: N/A
3. Concrete: N/A
4. Masonry: N/A
5. Metals: N/A
6. Carpentry and Millwork
 - All demising walls must be insulated and to deck above; Interior walls to ceiling height.
 - In the Break area, provide floor mounted, plastic laminate counter top with seamless 4" backsplash, built-in sink, and cabinets as shown in the attached Detail Plans.
 - Interior windows and/or sidelights to be installed and placed as shown on the attached Conceptual Plans.
 - Where indicated on attached Conceptual Plan, provide floor mounted, plastic laminate counter top with seamless 4" backsplash on base cabinets with matching overhead cabinet as shown on the attached Detail Plans.
 - Cabinet and laminate colors as specified in attached Finish Plan
 - Provide floor supported, bar height PLAM countertop in Break Room as shown in Conceptual Plan
 - Provide shelf for microwave in Break area cabinets as shown on attached Detail Plans.
 - Provide closet rod and ¾" white melamine shelf in Coat Closet
 - Provide ¾" white melamine shelves, spaced 12" apart in Pantry
 - Wall Mount TV and/or Projector specs:
 - Wall Mount TV:
 - As shown in the attached Detail Plans, provide ¾", fire retardant treated plywood backing with cutout for receptacles and sized for 80" flat screen TV behind drywall.
 - Tenant will supply TV/Monitor and mounting bracket
 - Provide 1 duplex outlet, 1 duplex data port and 1 cabling blank (with conduit for HDMI, VGA, RCA cables) as designated on Detail Plans at 6'9" AFF. Coordinate connections with lower wall receptacles.
 - Provide matching outlet, data port and cabling blank at 18" AFF.
 - Ceiling mounted projector and screen:
 - Power above ceiling as indicated on floor plan. Projector will be provided and installed by Tenant.
 - Install motorized, 120" diagonal screen located as shown on floor plan. Screen will be provided by Tenant.
7. Thermal and Moisture Protection: N/A
8. Doors, Windows, and Hardware:
 - All interior and suite entrance doors to be in good condition, with matching finish and free of blemishes, scratches or gouges. All will remain stained and any additional doors will be stained to match building standard. All doors to be 36" wide.
 - Main ingress/egress door(s) to be store front (full glass)
 - Door schedule as shown in attached Detail Plans
 - All ingress/egress doors to have auto-closers and door stops (stairwell doors can't have door stops per local codes)
 - All door handles to be lever style with brushed satin nickel finish
 - Locksets are required as indicated on key schedule on Detail Plans. Suite to be master keyed with two masters in addition to other keys provided to local contact at move in walkthrough. See keying scheme on attached detail plan.
 - Landlord to install tenant provided, Bio Hazard sign on closet door as shown in attached Detail Plans
 - Telecom room door shall have an 18" x 18" painted metal louver installed as shown in attached Detail Plans

- MAXIM will occupy entire floor. There is an existing punch code system inside the elevator that will allow tenant to restrict access.

9. Finishes

- All new walls shall have one coat of primer and two finish coats of paint as detailed on attached Finish Plans. Tenant uses a main paint color and three accent paint colors in an eggshell sheen on the walls.
 - Tenant has negotiated rates with Sherwin Williams as an option for paint supply however use of Sherwin Williams's product is not required. Rates and products are as follows:

Account #: 9545-2070-6

| Sales Number | Size | Product/REX Number | Description | QTY | PRICE |
|--------------|--------|--------------------|--|-----|-------|
| 6403-36301 | Gallon | D17W00051 | Cashmere • Premium Interior Latex Low Lustre Extra White | 1 | 35.19 |
| 6403-54114 | Gallon | B20W02251 | ProMar • 200 Interior Latex Eg-She Extra White | 1 | 20.79 |

- Use of Low-VOC paint is permitted. No-VOC paints are prohibited. Tenant's standard graphics package (installed by others) requires smooth wall finish. Wall texture is to be smooth in all areas. If existing wall texture is not smooth, contact Tenant's Construction Contact for instructions on skim coating specific walls receiving Tenant's graphics. All graphics must be approved in advance, in writing by Landlord, not to be unreasonably withheld unless visible from outside the Premises. Doors, door trim and window trim should be painted same color as adjacent wall, with semi-gloss sheen.
- In the rooms indicated on the attached Finish Plans install new luxury vinyl tile (LVT) flooring using the monolithic method in a brick pattern with new 4" vinyl cove base in colors as specified in attached Finish Plans.
- In the rooms indicated on the attached Finish Plan install new vinyl composition tile (VCT) flooring using the ¼ turn method with new 4" vinyl cove base in colors as specified in attached Finish Plans.
- In all remaining rooms, install new carpet tiles using monolithic method, per manufacturer's instructions, with new 4" vinyl cove base, color and style of carpeting and vinyl cove base as specified in attached Finish Plans. Monolithic pattern to run parallel with longest wall in pit area.
- Landlord shall supply all window blinds in good condition and working order upon delivery of the Premises. Any leftover paint, carpeting, cove base, etc. shall be left in the suite for future use and/or touch-up by Tenant.

Tenant Color Scheme:

| DETAIL | USE | DESCRIPTION |
|--------|------------------------------------|---|
| CPT-1T | Main Carpet Tile | Shaw Contract Group, Black Tea, Style#800C3 MHS Tile, Color 500 |
| CPT-2A | Accent Carpet Tile | Shaw Contract Group, Earl Grey, Style#800C3 MHS Tile, Color 530 |
| VCT-1 | Vinyl Composition Tiling | Armstrong Excelon, Sterling 51904 |
| LVT-1 | Luxury Vinyl Tile | Shaw Luxury Vinyl Tile, Jeogori 0215V / 90500, Linen |
| W-1 | General Wall Finish | Sherwin Williams, First Star, SW7646 Johnsonite Wall Base, 50 White (VOC PAINT REQUIRED) |
| W-2 | Logo Wall Finish | Sherwin Williams, Rookwood Red, SW2802 Johnsonite Wall Base, 50 White |
| W-3 | Primary Accent Wall Finish | Sherwin Williams, Earthen Jug, SW 7703 Johnsonite Wall Base, 165 Squashed |
| W-4 | Secondary Accent Wall Finish | Sherwin Williams, Indigo Batik, SW7602 Johnsonite Wall Base, 18 Navy Blue (VOC PAINT REQUIRED) |
| W-5 | Skills Testing Wall Finish | Sherwin Williams, First Star, SW7646 with Korogard wall covering installed to 48" AFF Per manufacturer's instructions, Model W202, Color: Simply White. Finish: Halcell. Width .040 |
| PLAM | Worksurfaces and Cabinets Laminate | Wilsonart, Designer White, D354 |

| | | |
|------|-------------------|-----------------------------|
| FILM | Glass Window Film | SOLYX, CLEAR FROST, SX-1301 |
|------|-------------------|-----------------------------|

Tenant's Flooring Representative is Shaw Contract Group: Laura Kerris, Territory Manager – Maryland. Laura.Kerris@shawinc.com. 410-675-0404 (office), 410-675-0334 (fax), 301-529-6346 (cell)

- Tenant's Korogard Contact Information: Account #NA91MHS. Inquiries directed to 866-628-2280 or na@koroseal.com. Contractor must call this number and NOT the general 800 number.

10. Specialties:

- Provide fire extinguisher and cabinets (recessed in walls) as required by local Fire Marshall and code.
- Provide building directory signage requirements to Maxim Construction Contact within 5 days of Lease execution.
- Landlord and Tenant to select mutually agreeable location for lockbox installation. Landlord's maintenance technician or General Contractor will install Tenant provided Lockbox.

11. Equipment: N/A

12. Furnishings

- Furniture shall be furnished and installed by Maxim

13. Special Construction: N/A

14. Conveying System: N/A

15. Mechanical:

- Primary HVAC thermostat to be located in open area (Pit). Other thermostats serving space to be centrally located.
- Telecom room already exists and includes a controlled exhaust fan
- This space is being re-engineered to HVAC building standards
- Existing sink is already provided in the break room
- Provide 1/4" copper water line to a shut off valve at each water filter location as shown on attached Conceptual Plan. (No drainage required)

15b. Fire Protection: N/A

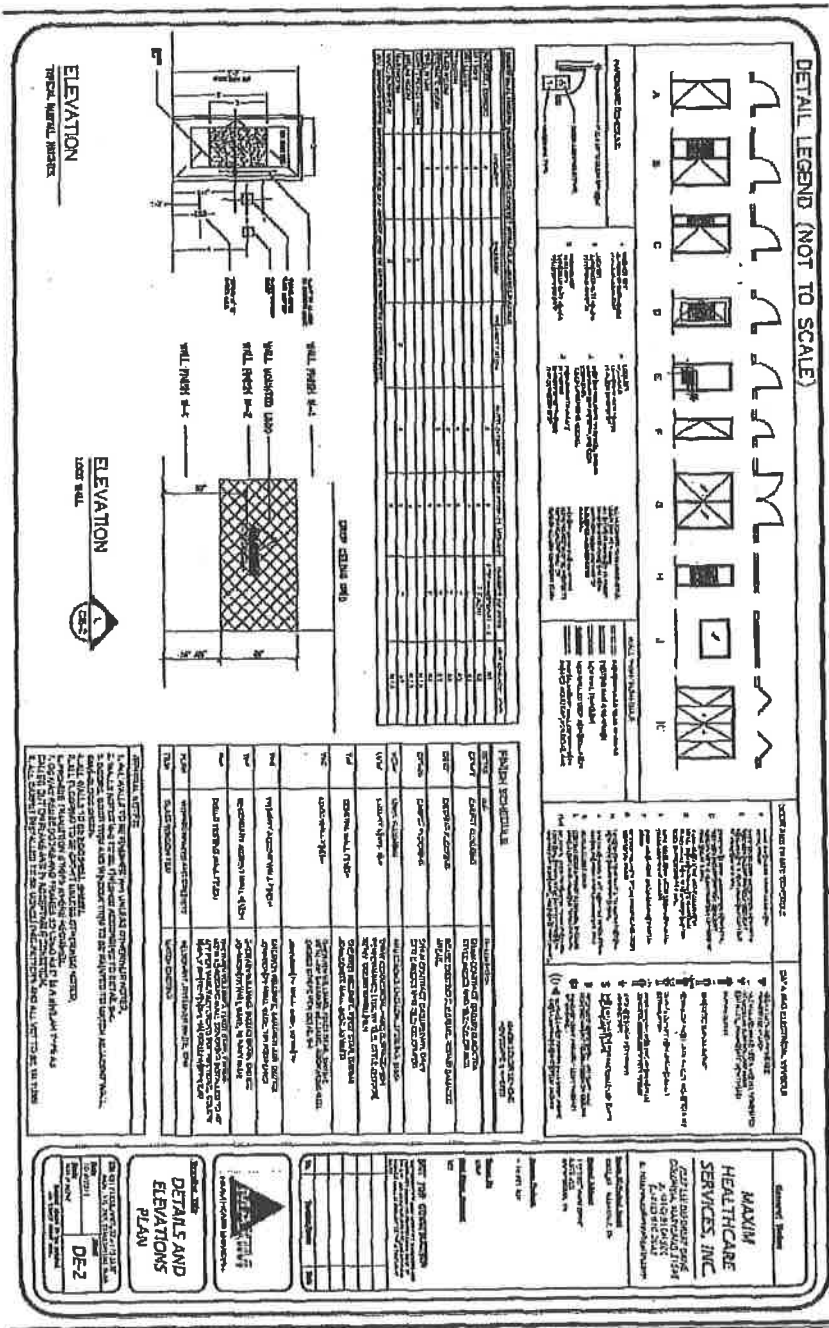
16. Electrical / IT

- TELECOM on attached Conceptual Plan denotes the location of Tenant's server room. The following is required by Tenant in this area, and installation date of which shall be specifically mentioned in construction schedule. Installation to occur as soon as possible, or approximately four (4) weeks prior to substantial completion:
 - 48" x 48" fire rated plywood board securely mounted on the wall
 - Two duplex outlets, on one circuit, surface mounted at bottom of plywood board.
 - One duplex outlet, on same circuit as board outlets, location as shown on floor plan with NEMA 5-20P, twist lock outlet.
 - Class-A certified ground bar (#6 AWG ground wire) mounted on edge of the plywood board
 - Thermostatically controlled exhaust fan vented preferably to the outside. Vent to plenum if necessary.
- All general area lighting in the space to be uniform. Any lighting differences must be declared prior to construction. If multiple conditions exist, Landlord will be responsible for unifying lighting up to most efficient model.
- Provide and install two (2) stand-alone power poles OR floor boxes at locations marked on the attached drawing (final location to be approved by Tenant) with capacity for needed electrical wiring and eight CAT5e cables. Rough wiring to be installed in approximate location as indicated in Finish Plan. Power pole to be installed as soon as possible after carpet installation or approximately 3 days prior to substantial completion, Install two duplex outlets to each power pole.

- i. Power Pole is to be Wiremold 25DTP-412 (prewired)
- Provide empty raceway with pull string and outlet boxes in new walls for voice/data/camera drops as noted on the attached Conceptual Plan. All raceways for voice/data drops shall be stubbed above the drop ceiling.
- Switch for Logo wall LED down lights to be mounted on wall adjacent to Logo wall (Not on logo wall), as shown on attached plans.
- All outlets, switches and plates (new and existing) shall be white and all boxes to be recessed. Provide clear label with black writing on each faceplate indicating circuit ID.
- Provide additional electrical outlets as detailed on Plan if one does not currently exist.
- Convenience outlets are not shown on Plan but are to be included in scope in hallways and open areas at no more than 10' intervals or as required by code.
- If not already in place, provide dedicated outlets for three (3) refrigerators, the telecom room equipment board (3 duplex outlets), and each power pole (2 duplex outlets)
- Provide and install two recessed LED wall washers at locations shown on plan (logo wall). Style to be WAC Lighting HR-D417 One Light Nickel Directional Recessed Light or similar. Install approximately 3' from face of logo wall.
- Provide and install two pendant lights over reception station as shown on attached plans. Final location to be coordinated with Tenant's Construction Contact prior to installation. Style to be Helena 1 Light Pendant by Canam. Bottom of shade to be no less than 6'6" AFF.

Floor and Detail Plans





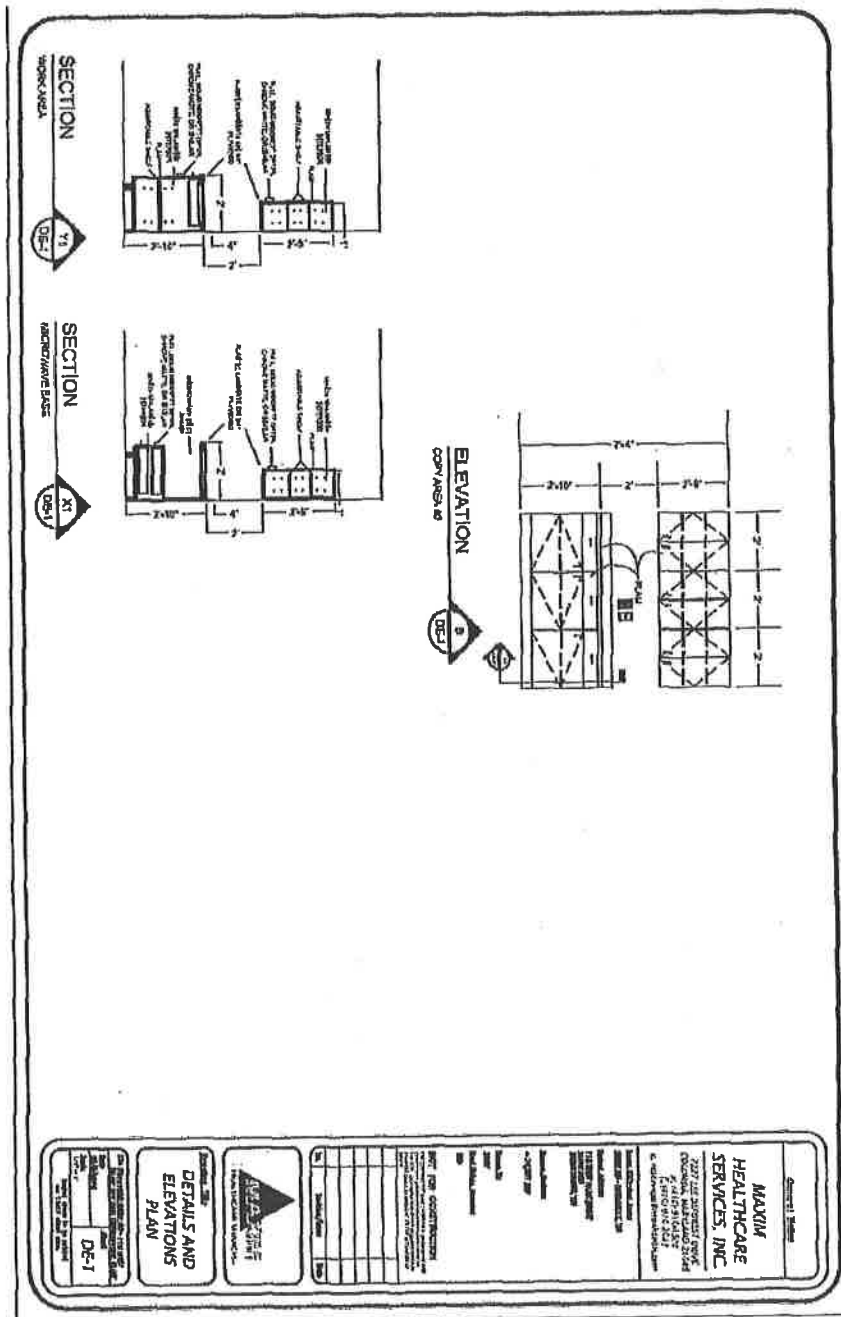


EXHIBIT C

RULES AND REGULATIONS

1. The driveways, parking areas, plazas, sidewalks, entrances, passages, courts, vestibules, stairwells, corridors or halls shall not be obstructed or encumbered by any tenant or used for any purpose other than ingress and egress to and from the premises.

2. No awnings, canopies, or other projections shall be attached to the outside walls of the building. No drapes, curtains, blinds, shades, or screens shall be attached to or hung in, or used in connection with, any window or door or the premises without the prior written consent of Landlord.

3. Tenants are prohibited from displaying any sign, picture, advertisement or notice on the inside or outside of the building, or the premises, except the usual name signs on the doors leading to the premises, which shall conform to the requirements of the management of the building, and excepting also the name strips on the directory board of the building. The directory board of the building will be maintained by Landlord. In the event of the violation of the foregoing by any tenant, Landlord may remove same without any liability, and may charge the expense incurred by such removal to the tenant.

4. The sash doors, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the building shall not be covered or obstructed by any tenant, nor shall any bottles, parcels or other articles be placed on the windowsills or perimeter fan coil consoles.

5. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the building nor placed in the halls, corridors, or vestibules without the prior written consent of Landlord.

6. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who, or whose servants, employees, agents, visitors or licensees, shall have caused the same.

7. No tenant shall mark, paint, drill into, or in any way deface any part of the premises (except Tenant shall be permitted to install picture hangers or similar wall hangers on the walls for the hanging of posters, plaques or similar items) or the building of which they form a part. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Landlord, and as Landlord may direct. No tenant shall lay any type of floor covering without first obtaining Landlord's written permission.

8. No bicycles, vehicles or animals of any kind (other than service animals) shall be brought into or kept in or about the premises, and no cooking shall be done or permitted by any tenant on the premises provided, however that Tenant shall be permitted to use a microwave

oven, toaster, toaster oven, and coffee maker in the Premises. No tenant shall cause or permit any unusual or objectionable odors to be produced upon or permeate from the premises.

9. No tenant shall make or permit to be made, any unseemly or disturbing noises or disturb or interfere with occupants of this building, or premises, or neighboring buildings.

10. No tenant, and no servants, employees, agents, visitors or licensees of any tenant, shall at any time bring or keep upon the premises any inflammable, combustible or explosive fluid, chemical or substance.

11. Tenants are prohibited from installing additional locks upon any of the doors or having duplicate keys made for any of the doors leading to the premises. (All necessary keys will be furnished to the tenants by Landlord). Each tenant must, upon the termination of tenancy, return all keys to Landlord.

12. Landlord shall have the right to prohibit any advertising by any tenant which, in Landlord's opinion, tends to impair the reputation of the building or their desirability for offices, and upon written notice from Landlord, the tenants shall refrain from or discontinue such advertising.

13. The premises shall not be used for lodging or sleeping.

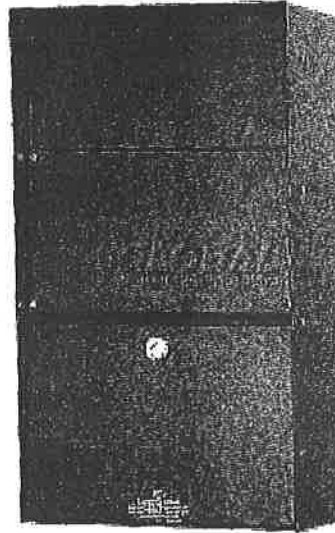
14. The requirements of tenants will be attended to only upon application at the office of the building. Building employees shall not perform any work or do anything outside of their regular duties, unless under special instructions from the office of the building.

15. Canvassing, soliciting and peddling in the building are prohibited and each tenant shall cooperate to prevent the same.

16. Landlord and its agents may retain a pass key to the premises and shall have the right to enter the premises at any and all times for the purpose of servicing and examining the same.

17. Landlord reserves the right to make such other and further Rules and Regulations as in its judgment may from time to time be needful and proper, and upon delivery of the same to the tenants they shall become binding upon the parties hereto.

EXHIBIT D
SAMPLE LOCKBOX



Mailbox can be mounted directly to a wall or used with a rural post (sold separately). Wall mount letter lockers are made using lightweight, rust resistant aluminum with one-piece framing for maximum strength. These wall mount mailboxes include 5-pin cam lock with 3 keys for security.

12-15 Day Lead Time

Additional features include;

- Lightweight rust resistant aluminum
- Durable powder-coated finish
- Includes 5-pin high security tube lock with 3 keys for security
- Mounting hardware and instructions included
- 3 1/4"H x 10 3/4"W incoming mail slot secured behind a magnetic hopper door

Overall: 12 1/16"W x 6 1/2"D x 20 7/8"H

Weight: 12 lbs

Style: Vertical Aluminum Wall Mount with Front Access


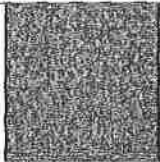


| | | | |
|---|---|---|---|
|  |  |  |  |
| Black WB268728BK | Grey WB268728GY | Tan WB268728TN | White WB268728WH |

EXHIBIT E

NOTICE OF LEASE TERM DATES

Date: _____

[Tenant]

Re: Lease dated _____ between Sun Life Assurance
Company of Canada, Landlord, and _____, Tenant,
(the "Lease") concerning the Premises (as defined in the Lease) located at

Ladies and Gentlemen:

In accordance with the Lease, please confirm the following by signing below:

1. The Premises have been accepted by Tenant as being substantially complete in accordance with the Lease, and there is no deficiency in construction.
2. Tenant has possession of the Premises. The Commencement Date of the Lease is _____ and the Term shall end on _____.

Your rent checks should be made payable to _____
_____. [Manager].

AGREED AND ACCEPTED

[Tenant]

[Manager]

EXHIBIT F

EXCLUSIONS FROM OPERATING EXPENSES

- (a) All costs of tenant concessions;
- (b) Amounts which would have been reimbursable to Landlord if Landlord had maintained all insurance Landlord is required under this Lease to maintain;
- (c) The cost of any kind of service furnished directly to any other tenant in the Building which Tenant performs for itself or pays for itself, such as electricity and telecommunication services, and if separately charged to Tenant by Landlord, after-hours HVAC;
- (d) Salaries and fringe benefits of employees above the grade of Building manager;
- (e) Costs incurred in connection with the sale, financing, refinancing, mortgaging, or other change of ownership of the Property;
- (f) Expenses for sculptures, paintings or other major artwork (beyond Building-standard decoration) located at the Property;
- (g) Payments to parties related to Landlord for services or supplies or materials to the extent the costs of such services, supplies or materials exceeds the costs that would have been paid had such services or supplies or materials been provided on a competitive basis by parties unaffiliated with Landlord;
- (h) Capital costs incurred with respect to the renovation or upgrade of the Property
- (i) Landlord's and/or Property's charitable or political contributions;
- (j) Costs incurred by Landlord arising from the gross negligence or willful misconduct of Landlord or its agents or employees or contractors or the violation by Landlord of the terms of any encumbrance on the Property or leases of the same;
- (k) Expenses incurred by Landlord, and reimbursed by insurance, for repairs or other work occasioned by fire, windstorm, or other insurable casualty or condemnation;
- (l) Expenses for the replacement of any item covered under warranty;
- (m) Cost to correct, and any penalty or fine incurred by Landlord due to, Landlord's violation of any federal, state or local law or regulation;
- (n) The portion of employee expenses which reflects that portion of such employee's time which is not spent directly and solely in the operation of the Property;
- (o) Landlord's general corporate overhead and administrative expenses except if it is

related solely to the Property;

(p) Reserves;

(q) The operating expenses incurred by Landlord relative to retail stores, hotels, health clubs, retail operations and any specialty service in the Building (other than small operations primarily serving tenants of the Building);

(r) Any real estate brokerage commissions or other costs incurred in procuring tenants or any fee in lieu of such commission;

(s) Any advertising expenses incurred in connection with the marketing of any rentable space;

(t) Rental payments for base building equipment such as HVAC equipment and elevators;

(u) Any ground rents payable by Landlord;

(v) Depreciation costs;

(w) Uncollected debts owed to Landlord by other parties;

(x) Fees and interest payable for any mortgage loans encumbering the Building;

(y) Costs of testing and abatement of environmental contamination not caused or permitted by Tenant;

(z) Landlord's personal income taxes;

(aa) Expenses incurred by Landlord for travel, entertainment or gifts;

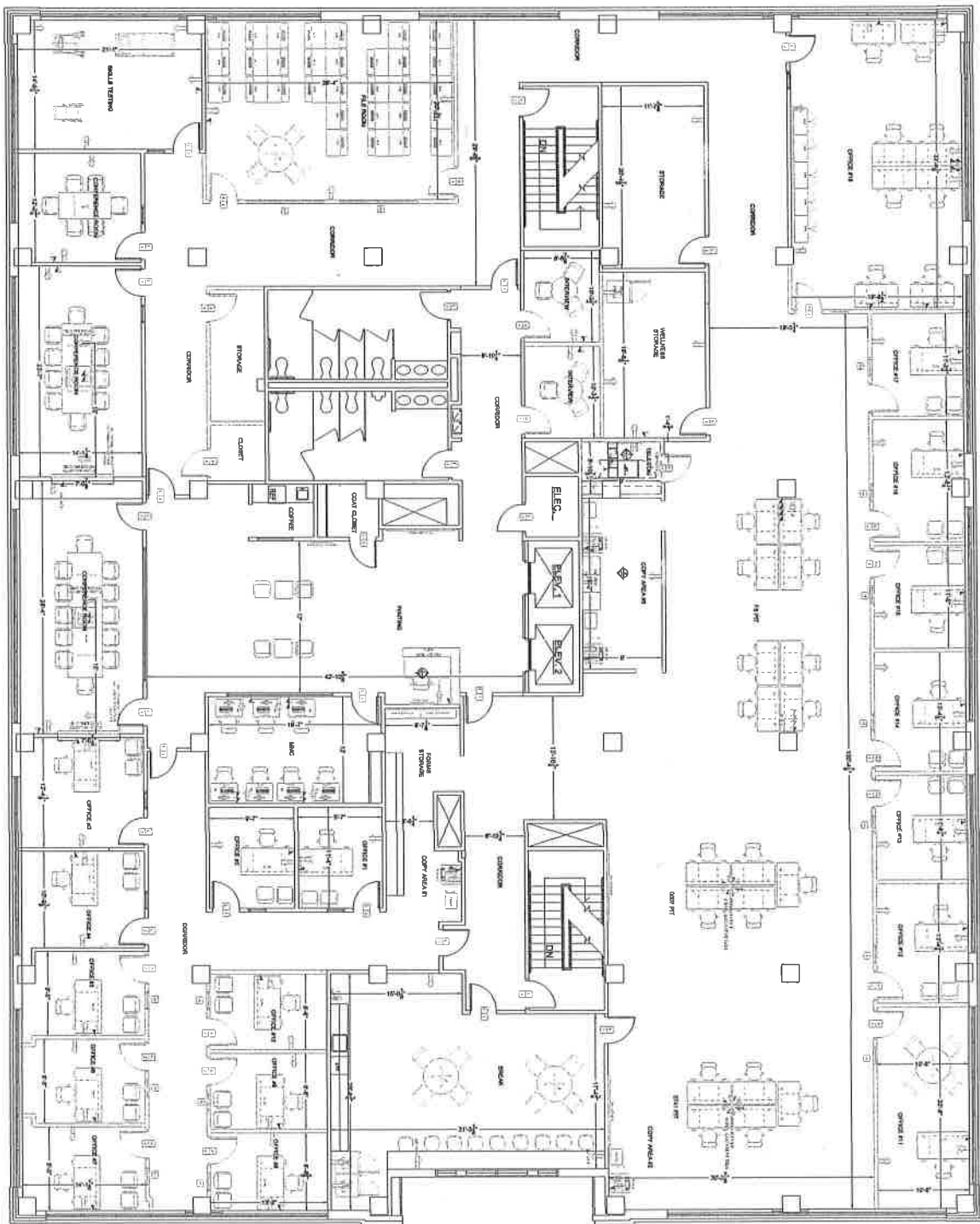
(bb) Costs to repair structural defects on the Building.

B.III.--Plot Plan



115 East Park Drive
Brentwood, TN

B.IV.--Floor Plan



General Notes

MAXIM **HEALTHCARE** **SERVICES, INC.**

7227 LEE DEWEEST DRIVE
COLUMBIA, MISSISSIPPI 39211
P. (601) 910-1503
E. RESERVES@maximhealth.com

Project ID/Project Name
0007.02 - NASHVILLE, TN
Project Address
115 EAST PARK DRIVE
BRENTWOOD, TN

Standard Features
- 14.871 KSF

Drawn By
KAW
Basil Kania, Manager
MO

NOT FOR CONSTRUCTION
THIS DOCUMENT IS PRELIMINARY AND NOT TO BE USED FOR CONSTRUCTION. IT IS THE USER'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.

| No. | Revision/Status | Date |
|-----|-----------------|------|
| | | |
| | | |
| | | |
| | | |

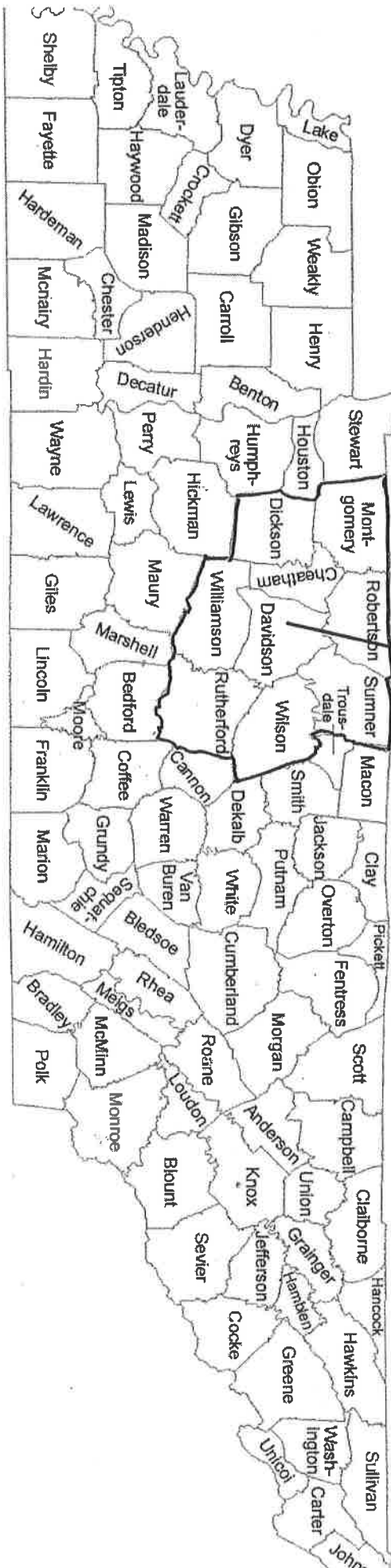


Drawing Title **CONCEPTUAL** **PLAN, r2**

DESIGNED BY: 2013.0002.0007.02 - 115 EAST PARK DRIVE
DATE: 10/6/2015
SCALE: N/A (NONE)
SHEET: P-1
SHEET COUNT: 11/17 SHEET 810

C, Need--3
Service Area Maps

MAXIM HEALTHCARE SERVICES
PROJECT SERVICE AREA



C, Economic Feasibility--1
Documentation of Construction Cost Estimate



HARVEST
Construction

6/1/2016

Maxim Health Services
115 East Park Drive
Brentwood TN, 37027

RE: Verification of Construction Cost Estimate, Suite 200

I have reviewed the cost data for the above referenced project. The stated renovation construction cost is approximately \$271,250.00

It is our opinion that at this time, the projected renovated construction cost is reasonable for this type of size of project and compares appropriately with similar projects in this market.

The current building codes applicable to the project are as follows:

- 2012 International Building Codes (Bldg., Mechanical, Gas, Etc.)
- 2012 National Fire Protection Association Codes (Including Life Safety Code)
- National Electric Code
- Americans with Disabilities Act
- Tennessee Licensure Standards

This listing is not entirely inclusive, but the intent is that all applicable codes and standards, Federal, State and local, are to be addressed during the construction process.

Ross Moffitt
Project Manager
Harvest Construction Company, LLC

C, Economic Feasibility--2
Documentation of Availability of Funding



7227 Lee Deforest Drive
Columbia, MD 21046
Tel: 410-910-1500

June 1st, 2016

Melanie M. Hill, Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson State Office Building, 9th Floor
500 Deaderick Street
Nashville, Tennessee 37243

RE: Maxim Healthcare Services

Dear Mrs. Hill:

Maxim Healthcare Services, Inc. is applying for a Certificate of Need to relocate its principal home health office from Davidson County to Williamson County.

As Chief Financial Officer of Maxim Healthcare Services, Inc., the owner of the applicant, I am writing to confirm that Maxim will provide the approximately \$451,602 of capital expenditures needed to implement this project. Maxim Healthcare Services, Inc.'s financial statements are provided in the application to demonstrate the company's capacity to fund this project.

Sincerely,

Ray Carbone
Chief Financial Officer

C, Economic Feasibility--10 Financial Statements

Maxim Healthcare Services, Inc. and Subsidiaries

**Consolidated Financial Statements
(Unaudited)**

For the Quarter Ended

December 31, 2015



Maxim Healthcare Services, Inc and Subsidiaries
Index
For the Quarter Ended December 31, 2015

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| Statements of Operations..... | 3-5 |
| Statements of Changes in Stockholders' Equity..... | 6 |
| Statements of Cash Flows..... | 7 |
| Supplemental Schedules..... | 8 |

Maxim Healthcare Services, Inc.
and Subsidiaries
Comparative Consolidated Balance Sheets

| | December 31, 2015 <u>Consolidated</u> | December 31, 2014 <u>Consolidated</u> |
|---|---|---|
| ASSETS | | |
| CURRENT ASSETS: | | |
| Cash and cash equivalents | \$ 5,524,410 | \$ 4,014,290 |
| Accounts receivable, net of allowance for doubtful accounts | 224,263,420 | 194,942,916 |
| Prepaid expenses | 4,108,229 | 3,661,177 |
| Other current assets | 3,684,958 | 4,192,386 |
| Total current assets | <u>237,581,017</u> | <u>206,810,769</u> |
| FIXED ASSETS: | | |
| Equipment and information systems | 62,727,754 | 56,327,584 |
| Furniture and fixtures | 10,668,421 | 9,811,043 |
| Leasehold improvements | 7,414,864 | 6,488,517 |
| Total fixed assets | <u>80,811,039</u> | <u>72,627,144</u> |
| Less - accumulated depreciation | 67,214,755 | 65,242,367 |
| Fixed assets, net | <u>13,596,284</u> | <u>7,384,777</u> |
| OTHER ASSETS: | | |
| Less - accumulated amortization | 9,963,341 | 10,340,881 |
| Other assets, net | <u>16,877,866</u> | <u>20,616,029</u> |
| Total assets | <u>\$ 268,055,167</u> | <u>\$ 234,811,575</u> |
| LIABILITIES and STOCKHOLDERS' EQUITY | | |
| CURRENT LIABILITIES: | | |
| Bank overdraft | \$ 4,007,275 | \$ 2,153,553 |
| Accounts payable | 6,505,123 | 5,634,321 |
| Accrued compensation and related costs | 55,573,524 | 46,636,949 |
| Due to affiliate | 558,101 | 91,761 |
| Deferred compensation | 3,549,165 | 13,284,698 |
| Other accrued expenses | 24,397,861 | 25,957,153 |
| Credit facility | 50,976,874 | 28,702,576 |
| Total current liabilities | <u>145,567,923</u> | <u>122,461,011</u> |
| NONCURRENT LIABILITIES: | | |
| Other accrued expenses | 70,116,588 | 70,321,527 |
| Deferred compensation | 24,855,623 | 26,202,252 |
| Total liabilities | <u>240,540,134</u> | <u>218,984,790</u> |
| STOCKHOLDERS' EQUITY: | | |
| Common stock | 3,805 | 3,805 |
| Additional paid-in-capital | 1,133,185 | 1,133,185 |
| Retained earnings | 28,640,790 | 16,957,647 |
| Stockholder tax advances | (2,262,747) | (2,267,852) |
| Total stockholders' equity | <u>27,515,033</u> | <u>15,826,785</u> |
| Total liabilities and stockholders' equity | <u>\$ 268,055,167</u> | <u>\$ 234,811,575</u> |

**Maxim Healthcare Services, Inc.
and Subsidiaries
Consolidating Balance Sheet
as of December 31, 2015**

| | Maxim Healthcare Services Inc | Reflectixion Resources | StaffAssist Workforce Management | Eliminations | Maxim Healthcare Consolidated |
|---|-------------------------------------|---------------------------|--|-----------------|-------------------------------------|
| ASSETS | | | | | |
| CURRENT ASSETS: | | | | | |
| Cash and cash equivalents | \$ 5,255,625 | \$ - | \$ 268,785 | \$ - | \$ 5,524,410 |
| Accounts receivable, net of allowance for doubtful accounts | 218,794,631 | 1,676,507 | 3,792,282 | - | 224,263,420 |
| Prepaid expenses | 4,079,449 | 26,659 | 2,121 | - | 4,108,229 |
| Other current assets | 7,757,485 | 215,979 | (206,004) | (4,082,502) | 3,684,958 |
| Total current assets | 235,887,190 | 1,919,145 | 3,857,184 | (4,082,502) | 237,581,017 |
| FIXED ASSETS: | | | | | |
| Equipment and information systems | 62,291,623 | 424,306 | 11,825 | - | 62,727,754 |
| Furniture and fixtures | 10,383,937 | 284,484 | - | - | 10,668,421 |
| Leasehold improvements | 7,312,164 | 88,925 | 13,775 | - | 7,414,864 |
| Total fixed assets | 79,987,724 | 797,715 | 25,600 | - | 80,811,039 |
| Less - accumulated depreciation | 66,508,543 | 700,966 | 5,246 | - | 67,214,755 |
| Fixed assets, net | 13,479,181 | 96,749 | 20,354 | - | 13,596,284 |
| OTHER ASSETS: | 61,045,497 | 2,412,916 | - | (36,617,206) | 26,841,207 |
| Less - accumulated amortization | 7,872,356 | 2,090,985 | - | - | 9,963,341 |
| Other assets, net | 53,173,141 | 321,931 | - | (36,617,206) | 16,877,866 |
| Total assets | \$ 302,539,512 | \$ 2,337,825 | \$ 3,877,538 | \$ (40,699,708) | \$ 268,055,167 |
| LIABILITIES and STOCKHOLDERS' EQUITY | | | | | |
| CURRENT LIABILITIES: | | | | | |
| Bank overdraft | \$ 4,005,755 | \$ 751 | \$ 769 | \$ - | \$ 4,007,275 |
| Accounts payable | 6,484,591 | 17,803 | 2,729 | - | 6,505,123 |
| Accrued compensation and related costs | 55,169,712 | 122,310 | 281,502 | - | 55,573,524 |
| Due to affiliates | 558,101 | - | - | - | 558,101 |
| Deferred compensation | 3,549,165 | - | - | - | 3,549,165 |
| Other accrued expenses | 21,678,898 | 2,699,446 | 4,102,019 | (4,082,502) | 24,397,861 |
| Credit facility | 50,976,874 | - | - | - | 50,976,874 |
| Total current liabilities | 142,423,096 | 2,840,310 | 4,387,019 | (4,082,502) | 145,567,923 |
| NONCURRENT LIABILITIES: | | | | | |
| Other accrued expenses | 70,116,588 | - | - | - | 70,116,588 |
| Deferred compensation | 24,855,623 | - | - | - | 24,855,623 |
| Total liabilities | 237,395,307 | 2,840,310 | 4,387,019 | (4,082,502) | 240,540,134 |
| STOCKHOLDERS' EQUITY: | | | | | |
| Common stock | 8,770 | - | - | (4,965) | 3,805 |
| Additional paid-in-capital | 21,263,963 | 14,946,985 | - | (35,077,763) | 1,133,185 |
| Retained earnings | 46,134,219 | (15,449,470) | (509,481) | (1,534,478) | 28,640,790 |
| Stockholder tax advances | (2,262,747) | - | - | - | (2,262,747) |
| Total stockholders' equity | 65,144,205 | (502,485) | (509,481) | (36,617,206) | 27,515,033 |
| Total liabilities and stockholders' equity | \$ 302,539,512 | \$ 2,337,825 | \$ 3,877,538 | \$ (40,699,708) | \$ 268,055,167 |

**Maxim Healthcare Services, Inc.
and Subsidiaries
Consolidated Statements of Operations**

| | Three Months Ended December 31, 2015 | Twelve Months Ended December 31, 2015 |
|---|---|--|
| Revenues | \$ 387,488,243 | \$ 1,382,867,330 |
| Operating expenses | <u>374,140,886</u> | <u>1,368,884,442</u> |
| Income from operations | 13,347,357 | 13,982,888 |
| Interest expense, net of investment income | <u>731,820</u> | <u>2,215,351</u> |
| Income before provision for income taxes | 12,615,537 | 11,767,537 |
| Provision for income taxes | <u>84,394</u> | <u>84,394</u> |
| Net income | <u><u>\$ 12,531,143</u></u> | <u><u>\$ 11,683,143</u></u> |

**Maxim Healthcare Services, Inc.
and Subsidiaries
Consolidating Statement of Operations
for the Three Months Ended December 31, 2015**

| | Maxim Healthcare Services Inc | Reflectxion Resources | StaffAssist Workforce Management | Maxim Healthcare Consolidated |
|--|--|----------------------------------|---|--|
| Revenues | \$ 379,423,585 | \$ 2,702,431 | \$ 5,362,227 | \$ 387,488,243 |
| Operating expenses | 365,965,287 | 2,898,952 | 5,276,647 | 374,140,886 |
| Income (loss) from operations | 13,458,298 | (196,521) | 85,580 | 13,347,357 |
| Interest expense, net of investment income | 731,943 | - | (123) | 731,820 |
| Income (loss) before provision for income taxes | 12,726,355 | (196,521) | 85,703 | 12,615,537 |
| Provision for income taxes | 84,394 | - | - | 84,394 |
| Net income (loss) | \$ 12,641,961 | \$ (196,521) | \$ 85,703 | \$ 12,531,143 |

**Maxim Healthcare Services, Inc.
and Subsidiaries**
Consolidating Statement of Operations
for the Twelve Months Ended December 31, 2015

| | Maxim Healthcare Services Inc | Reflectxion Resources | StaffAssist Workforce Management | Maxim Healthcare Consolidated |
|--|--|----------------------------------|---|--|
| Revenues | \$ 1,353,786,084 | \$ 11,871,174 | \$ 17,210,072 | \$ 1,382,867,330 |
| Operating expenses | 1,339,367,173 | 12,315,754 | 17,201,515 | 1,368,884,442 |
| Income (loss) from operations | 14,418,911 | (444,580) | 8,557 | 13,982,888 |
| Interest expense, net of investment income | 2,215,692 | - | (341) | 2,215,351 |
| Income (loss) before provision for income taxes | 12,203,219 | (444,580) | 8,898 | 11,767,537 |
| Provision for income taxes | 84,394 | - | - | 84,394 |
| Net income (loss) | \$ 12,118,825 | \$ (444,580) | \$ 8,898 | \$ 11,683,143 |

**Maxim Healthcare Services, Inc.
and Subsidiaries**
Statements of Changes in Stockholders' Equity
for the Three and Twelve Months Ended December 31, 2015

| | Common Stock | Additional Paid-in Capital | Retained Earnings | Stockholder Tax (Advances) Repayments | Total Stockholder Equity |
|------------------------------------|-----------------|----------------------------------|----------------------|---|--------------------------------|
| Balance, September 30, 2015 | \$ 3,805 | \$ 1,133,185 | \$ 16,109,647 | \$ (2,262,747) | \$ 14,983,890 |
| Net income | - | - | 12,531,143 | - | 12,531,143 |
| Balance, December 31, 2015 | <u>\$ 3,805</u> | <u>\$ 1,133,185</u> | <u>\$ 28,640,790</u> | <u>\$ (2,262,747)</u> | <u>\$ 27,515,033</u> |
| Balance, December 31, 2014 | \$ 3,805 | \$ 1,133,185 | \$ 16,957,647 | \$ (2,267,852) | \$ 15,826,785 |
| Stockholder tax repayments | - | - | - | 5,105 | 5,105 |
| Net income | - | - | 11,683,143 | - | 11,683,143 |
| Balance, December 31, 2015 | <u>\$ 3,805</u> | <u>\$ 1,133,185</u> | <u>\$ 28,640,790</u> | <u>\$ (2,262,747)</u> | <u>\$ 27,515,033</u> |

Maxim Healthcare Services, Inc.
and Subsidiaries
Consolidated Statements of Cash Flows

| | Three months ended December 31, 2015 | Twelve months ended December 31, 2015 |
|---|--|---|
| Cash flows from operating activities | | |
| Net income | \$ 12,531,143 | \$ 11,683,143 |
| Adjustments to reconcile net income to net cash provided by (used in) operating activities | | |
| Depreciation and amortization | 1,979,756 | 6,918,199 |
| Amortization of capitalized financing costs | 37,325 | 149,298 |
| Deferred taxes | 84,394 | 84,394 |
| Deferred compensation expense | 513,275 | 3,008,275 |
| Loss on sale of fixed assets | 35,982 | 44,890 |
| Changes in operating assets and liabilities | | |
| (Increase) decrease in: | | |
| Accounts receivable, net | (34,950,031) | (29,320,504) |
| Prepaid expenses | 6,706,101 | (447,052) |
| Other current assets | 6,357,373 | 507,428 |
| Other non-current assets | 1,557,019 | 1,528,514 |
| (Decrease) increase in: | | |
| Accounts payable | (4,335,435) | 2,453,529 |
| Accrued compensation and related costs | 2,090,732 | 8,936,575 |
| Deferred compensation | (11,181,812) | (14,090,437) |
| Due to affiliate | 523,833 | 466,340 |
| Other accrued expenses | (3,953,925) | (1,848,625) |
| Net cash used in operating activities | <u>(22,004,270)</u> | <u>(9,926,033)</u> |
| Cash flows from investing activities | | |
| Purchase of fixed assets | <u>(2,113,386)</u> | <u>(10,693,952)</u> |
| Net cash used in investing activities | <u>(2,113,386)</u> | <u>(10,693,952)</u> |
| Cash flows from financing activities | | |
| Borrowings under credit facility | 162,500,000 | 616,445,000 |
| Payments under credit facility | (150,750,000) | (594,195,000) |
| Payments for financing fees | (125,000) | (125,000) |
| Stockholder tax repayments | - | 5,105 |
| Net cash provided by financing activities | <u>11,625,000</u> | <u>22,130,105</u> |
| Net change in cash and cash equivalents | (12,492,656) | 1,510,120 |
| Cash and cash equivalents, beginning of period | 18,017,066 | 4,014,290 |
| Cash and cash equivalents, end of period | <u>\$ 5,524,410</u> | <u>\$ 5,524,410</u> |

**Maxim Healthcare Services, Inc.
and Subsidiaries
Supplemental Schedules**

Breakdown of Operating Expenses:

| | Three Months Ended December 31, 2015 | Twelve Months Ended December 31, 2015 |
|--------------------------|---|--|
| Cost of goods sold | \$ 258,747,054 | \$ 962,937,728 |
| Operating expenses | 113,616,681 | 395,391,676 |
| Other expenses | 1,777,151 | 10,555,038 |
| Total operating expenses | <u>\$ 374,140,886</u> | <u>\$ 1,368,884,442</u> |

Breakdown of Interest Expense, Net:

| | Three Months Ended December 31, 2015 | Twelve Months Ended December 31, 2015 |
|-----------------------------|---|--|
| Interest expense | \$ 795,270 | \$ 2,373,824 |
| Interest income | (63,450) | (158,473) |
| Total interest expense, net | <u>\$ 731,820</u> | <u>\$ 2,215,351</u> |

Breakdown of Other Accrued Expenses:

| | December 31, 2015 Consolidated | December 31, 2014 Consolidated |
|------------------------------|---|---|
| Other accrued expenses | \$ 13,985,818 | \$ 13,505,063 |
| Funds held for others | 2,179,604 | 2,250,472 |
| Accrued GP liability | 8,027,500 | 9,915,873 |
| Accrued contingent liability | 70,321,527 | 70,607,272 |
| Total other accrued expenses | <u>\$ 94,514,449</u> | <u>\$ 96,278,680</u> |

Breakdown of Capital Expenditures:

| | Three Months Ended December 31, 2015 | Twelve Months Ended December 31, 2015 |
|------------------------|---|--|
| Furniture & Fixtures | \$ 507,002 | \$ 1,361,588 |
| Machinery & Equipment | 365,868 | 1,184,013 |
| Computer Equipment | 463,430 | 3,421,921 |
| Computer Software | 75,124 | 461,959 |
| System Implementation | 480,822 | 3,252,384 |
| Leasehold Improvements | 483,131 | 1,353,529 |
| Medical Equipment | 8,225 | 99,641 |
| Disposals, net | (270,216) | (441,083) |
| | <u>\$ 2,113,386</u> | <u>\$ 10,693,952</u> |

C, Orderly Development--7(C)
Licensing & Accreditation Inspections



STATE OF TENNESSEE
DEPARTMENT OF HEALTH
WEST TENNESSEE HEALTH CARE FACILITIES
2975C Hwy. 45 Bypass
JACKSON, TENNESSEE 38305

May 1, 2014

Mr. Jimmy Nichols, Administrator
Maxim Healthcare Services, Inc.
2416 Hillsboro Road, Suite 208
Nashville, Tennessee 37212

RE: Recertification Survey 04/09/2014 - Provider #447580

Dear Mr. Nichols:

We are pleased to advise you that no deficiencies were cited as a result of the recertification survey conducted at your facility on April 09, 2014. The enclosed form is for your records.

Thank you for the courtesy shown during this survey. If this office may be of any assistance to you, please do not hesitate to call (731) 421-5113.

Sincerely,

P. Diane Carter

P. Diane Carter RN, LNCC
Public Health Nurse Consultant 2

PDC/gk *5/1*

Enclosure

DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR MEDICARE & MEDICAID SERVICES

PRINTED: 05/01/2014
FORM APPROVED
OMB NO. 0938-0391

| | | | | | | | |
|---|--|--|--|--|--|--|----------------------------|
| STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION | | (X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 447580 | | (X2) MULTIPLE CONSTRUCTION A. BUILDING _____ B. WING _____ | | (X3) DATE SURVEY COMPLETED 04/09/2014 | |
| NAME OF PROVIDER OR SUPPLIER MAXIM HEALTHCARE SERVICES, INC | | | | STREET ADDRESS, CITY, STATE, ZIP CODE 2416 HILLSBORO ROAD, SUITE 208 NASHVILLE, TN 37212 | | | |
| (X4) ID PREFIX TAG | SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION) | | | ID PREFIX TAG | PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY) | | (X5) COMPLETION DATE |
| G9999 | FINAL OBSERVATIONS No deficiencies were cited as a result of the Recertification Survey conducted 4/9/14. | | | G9999 | | | |

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

TITLE

(X6) DATE

Any deficiency statement ending with an asterisk (*) denotes a deficiency which the institution may be excused from correcting providing it is determined that other safeguards provide sufficient protection to the patients. (See instructions.) Except for nursing homes, the findings stated above are disclosable 90 days following the date of survey whether or not a plan of correction is provided. For nursing homes, the above findings and plans of correction are disclosable 14 days following the date these documents are made available to the facility. If deficiencies are cited, an approved plan of correction is requisite to continued program participation.

Miscellaneous Information

TennCare Enrollment Report for April 2016

| MCO | REGION | Total |
|---------------------------------|------------------|------------------|
| AMERIGROUP COMMUNITY CARE | | 443,496 |
| BLUECARE | East Tennessee | 208,420 |
| BLUECARE | Middle Tennessee | 171,846 |
| BLUECARE | West Tennessee | 152,513 |
| UnitedHealthcare Community Plan | East Tennessee | 168,706 |
| UnitedHealthcare Community Plan | Middle Tennessee | 172,258 |
| UnitedHealthcare Community Plan | West Tennessee | 141,714 |
| TENNCARE SELECT HIGH | All | 52,874 |
| TENNCARE SELECT LOW | All | 22,239 |
| PACE | | 268 |
| Awaiting MCO assignment | | 33 |
| Grand Total | | 1,534,367 |

| COUNTY | Female | | | | Male | | | | Grand Total | | |
|------------|--------|---------|---------|-------|--------------|---------|---------|------------|-------------|--------|---------|
| | 0 - 18 | 19 - 20 | | 65 -> | Female Total | 19 - 20 | | Male 65 -> | | | |
| | | 21 - 64 | 21 - 64 | | | 0 - 18 | 21 - 64 | | | | |
| ANDERSON | 4,217 | 387 | 4,555 | 629 | 9,788 | 4,508 | 321 | 2,178 | 280 | 7,287 | 17,075 |
| BEDFORD | 3,880 | 282 | 3,244 | 257 | 7,663 | 4,040 | 257 | 1,339 | 126 | 5,762 | 13,425 |
| BENTON | 1,047 | 108 | 1,188 | 146 | 2,489 | 1,098 | 93 | 633 | 72 | 1,896 | 4,385 |
| BLED SOE | 809 | 78 | 870 | 117 | 1,874 | 901 | 82 | 508 | 58 | 1,549 | 3,423 |
| BLOUNT | 6,084 | 552 | 6,412 | 671 | 13,719 | 6,171 | 429 | 2,874 | 321 | 9,795 | 23,514 |
| BRADLEY | 6,028 | 497 | 6,244 | 694 | 13,463 | 6,333 | 398 | 2,718 | 289 | 9,738 | 23,201 |
| CAMPBELL | 2,965 | 314 | 3,866 | 677 | 7,822 | 3,126 | 244 | 2,165 | 378 | 5,913 | 13,735 |
| CANNON | 769 | 78 | 884 | 135 | 1,866 | 801 | 65 | 407 | 52 | 1,325 | 3,191 |
| CARROLL | 1,856 | 183 | 2,246 | 336 | 4,621 | 2,046 | 179 | 1,152 | 126 | 3,503 | 8,124 |
| CARTER | 3,188 | 293 | 3,683 | 709 | 7,873 | 3,377 | 243 | 1,910 | 276 | 5,806 | 13,679 |
| CHEATHAM | 2,039 | 198 | 2,074 | 159 | 4,470 | 2,167 | 168 | 960 | 91 | 3,386 | 7,856 |
| CHESTER | 1,042 | 104 | 1,087 | 150 | 2,383 | 1,061 | 72 | 466 | 71 | 1,670 | 4,053 |
| CLAIBORNE | 2,072 | 226 | 2,565 | 554 | 5,417 | 2,193 | 194 | 1,555 | 253 | 4,195 | 9,612 |
| CLAY | 540 | 50 | 569 | 120 | 1,279 | 559 | 39 | 371 | 68 | 1,037 | 2,316 |
| COCKE | 2,808 | 268 | 3,275 | 468 | 6,819 | 2,930 | 231 | 1,775 | 235 | 5,171 | 11,990 |
| COFFEE | 3,676 | 306 | 3,772 | 403 | 8,157 | 3,805 | 246 | 1,678 | 186 | 5,895 | 14,052 |
| CROCKETT | 1,114 | 82 | 1,032 | 207 | 2,435 | 1,073 | 73 | 494 | 82 | 1,722 | 4,157 |
| CUMBERLAND | 3,308 | 317 | 3,506 | 505 | 7,636 | 3,481 | 235 | 1,729 | 240 | 5,685 | 13,321 |
| DAVIDSON | 43,096 | 2,927 | 38,186 | 3,402 | 87,611 | 44,267 | 2,536 | 15,981 | 1,799 | 64,583 | 152,194 |
| DECATUR | 672 | 75 | 792 | 201 | 1,740 | 770 | 54 | 439 | 66 | 1,329 | 3,069 |
| DEKALB | 1,369 | 121 | 1,406 | 197 | 3,093 | 1,467 | 110 | 740 | 107 | 2,424 | 5,517 |
| DICKSON | 2,994 | 253 | 3,121 | 319 | 6,687 | 3,183 | 224 | 1,353 | 133 | 4,893 | 11,580 |
| DYER | 2,769 | 271 | 3,159 | 437 | 6,636 | 2,894 | 253 | 1,377 | 155 | 4,679 | 11,315 |
| FAYETTE | 1,839 | 169 | 1,868 | 294 | 4,170 | 1,968 | 138 | 782 | 144 | 3,032 | 7,202 |
| FENTRESS | 1,359 | 140 | 1,610 | 367 | 3,476 | 1,480 | 138 | 1,068 | 194 | 2,880 | 6,356 |
| FRANKLIN | 2,028 | 204 | 2,232 | 263 | 4,727 | 2,171 | 177 | 1,071 | 114 | 3,533 | 8,260 |
| GIBSON | 3,347 | 316 | 3,746 | 588 | 7,997 | 3,558 | 288 | 1,727 | 261 | 5,834 | 13,831 |
| GILES | 1,703 | 159 | 1,795 | 239 | 3,866 | 1,655 | 136 | 859 | 118 | 2,768 | 6,664 |
| GRAINGER | 1,507 | 146 | 1,603 | 311 | 3,567 | 1,500 | 126 | 945 | 151 | 2,722 | 6,289 |

| COUNTY | Female | | | | Male | | | | Male Total | Grand Total | |
|------------|--------|---------|---------|-------|--------|---------|---------|-------|------------|-------------|--------|
| | 0 - 18 | 65 -> | | | 0 - 18 | 65 -> | | | | | |
| | | 19 - 20 | 21 - 64 | 65 -> | | 19 - 20 | 21 - 64 | 65 -> | | | |
| GREENE | 3,732 | 364 | 4,523 | 723 | 9,342 | 4,004 | 282 | 2,199 | 375 | 6,860 | 16,202 |
| GRUNDY | 1,066 | 132 | 1,318 | 217 | 2,733 | 1,203 | 111 | 766 | 122 | 2,202 | 4,935 |
| HAMBLEN | 4,681 | 307 | 3,998 | 537 | 9,523 | 4,785 | 309 | 1,813 | 221 | 7,128 | 16,651 |
| HAMILTON | 18,399 | 1,370 | 18,984 | 2,381 | 41,134 | 19,291 | 1,196 | 7,850 | 1,054 | 29,391 | 70,525 |
| HANCOCK | 519 | 67 | 641 | 144 | 1,371 | 564 | 49 | 382 | 69 | 1,064 | 2,435 |
| HARDEMAN | 1,841 | 179 | 2,055 | 334 | 4,409 | 1,809 | 150 | 970 | 160 | 3,089 | 7,498 |
| HARDIN | 1,754 | 170 | 2,078 | 377 | 4,379 | 1,843 | 168 | 1,033 | 197 | 3,241 | 7,620 |
| HAWKINS | 3,460 | 292 | 3,900 | 593 | 8,245 | 3,599 | 277 | 1,988 | 297 | 6,161 | 14,406 |
| HAYWOOD | 1,493 | 148 | 1,735 | 254 | 3,630 | 1,646 | 124 | 630 | 102 | 2,502 | 6,132 |
| HENDERSON | 1,849 | 173 | 2,061 | 267 | 4,350 | 2,008 | 141 | 936 | 103 | 3,188 | 7,538 |
| HENRY | 2,063 | 189 | 2,315 | 287 | 4,854 | 2,240 | 193 | 1,135 | 89 | 3,657 | 8,511 |
| HICKMAN | 1,556 | 149 | 1,719 | 187 | 3,611 | 1,783 | 148 | 920 | 96 | 2,947 | 6,558 |
| HOUSTON | 493 | 41 | 562 | 114 | 1,210 | 531 | 36 | 274 | 74 | 915 | 2,125 |
| HUMPHREYS | 1,122 | 97 | 1,227 | 155 | 2,601 | 1,151 | 64 | 593 | 57 | 1,865 | 4,466 |
| JACKSON | 650 | 60 | 787 | 135 | 1,642 | 755 | 66 | 448 | 94 | 1,363 | 3,005 |
| JEFFERSON | 3,315 | 295 | 3,334 | 491 | 7,435 | 3,483 | 263 | 1,687 | 200 | 5,633 | 13,068 |
| JOHNSON | 1,080 | 98 | 1,206 | 270 | 2,634 | 1,128 | 81 | 763 | 147 | 2,119 | 4,753 |
| KNOX | 20,669 | 1,707 | 21,779 | 2,466 | 46,621 | 21,695 | 1,456 | 9,635 | 1,150 | 33,936 | 80,557 |
| LAKE | 475 | 44 | 671 | 157 | 1,347 | 550 | 46 | 299 | 78 | 983 | 2,330 |
| LAUDERDALE | 2,066 | 207 | 2,285 | 302 | 4,860 | 2,166 | 180 | 1,004 | 125 | 3,475 | 8,335 |
| LAWRENCE | 2,838 | 241 | 2,938 | 403 | 6,420 | 3,013 | 188 | 1,474 | 144 | 4,819 | 11,239 |
| LEWIS | 804 | 70 | 811 | 126 | 1,811 | 791 | 71 | 402 | 58 | 1,322 | 3,133 |
| LINCOLN | 2,092 | 176 | 2,003 | 273 | 4,544 | 2,158 | 138 | 989 | 102 | 3,387 | 7,931 |
| LOUDON | 2,598 | 221 | 2,436 | 271 | 5,526 | 2,675 | 163 | 1,124 | 114 | 4,076 | 9,602 |
| MADISON | 1,885 | 173 | 1,763 | 241 | 4,062 | 2,000 | 134 | 884 | 115 | 3,133 | 7,195 |
| MADISON | 6,875 | 553 | 7,232 | 844 | 15,504 | 6,985 | 461 | 2,670 | 359 | 10,475 | 25,979 |
| MARION | 1,841 | 171 | 2,122 | 236 | 4,370 | 1,870 | 162 | 933 | 131 | 3,096 | 7,466 |
| MARSHALL | 1,906 | 142 | 1,870 | 179 | 4,097 | 2,032 | 136 | 790 | 73 | 3,031 | 7,128 |
| MAURY | 5,277 | 370 | 5,143 | 533 | 11,323 | 5,579 | 322 | 2,097 | 194 | 8,192 | 19,515 |
| MCMINN | 3,181 | 292 | 3,483 | 506 | 7,462 | 3,444 | 235 | 1,607 | 231 | 5,517 | 12,979 |
| MCNAIRY | 1,799 | 180 | 2,182 | 360 | 4,521 | 1,989 | 156 | 1,213 | 183 | 3,541 | 8,062 |
| MEIGS | 844 | 78 | 916 | 79 | 1,917 | 883 | 72 | 463 | 38 | 1,456 | 3,373 |
| MONROE | 2,938 | 282 | 3,208 | 491 | 6,917 | 3,225 | 244 | 1,652 | 249 | 5,380 | 12,297 |
| MONTGOMERY | 9,853 | 684 | 9,816 | 687 | 21,040 | 10,185 | 523 | 3,472 | 246 | 14,426 | 35,466 |
| MOORE | 221 | 20 | 203 | 48 | 492 | 254 | 25 | 105 | 16 | 400 | 892 |
| MORGAN | 1,237 | 116 | 1,291 | 208 | 2,852 | 1,284 | 127 | 676 | 101 | 2,188 | 5,040 |
| OBION | 2,128 | 202 | 2,334 | 294 | 4,968 | 2,213 | 150 | 992 | 125 | 3,480 | 8,438 |
| OVERTON | 1,271 | 145 | 1,379 | 280 | 3,075 | 1,352 | 121 | 764 | 132 | 2,369 | 5,444 |
| PERRY | 567 | 49 | 534 | 89 | 1,239 | 553 | 59 | 311 | 34 | 957 | 2,196 |
| PICKETT | 259 | 31 | 317 | 79 | 686 | 285 | 36 | 162 | 45 | 528 | 1,214 |
| POLK | 1,071 | 114 | 1,187 | 155 | 2,537 | 1,089 | 82 | 637 | 79 | 1,897 | 4,434 |
| PUTNAM | 4,451 | 386 | 4,698 | 737 | 10,272 | 4,690 | 313 | 2,481 | 321 | 7,805 | 18,077 |
| RHEA | 2,470 | 224 | 2,436 | 352 | 5,482 | 2,554 | 184 | 1,227 | 141 | 4,106 | 9,588 |
| ROANE | 2,780 | 245 | 3,351 | 517 | 6,893 | 3,109 | 250 | 1,741 | 231 | 5,331 | 12,224 |
| ROBERTSON | 4,044 | 309 | 3,521 | 379 | 8,253 | 4,276 | 257 | 1,436 | 160 | 6,129 | 14,382 |
| RUTHERFORD | 14,662 | 1,122 | 13,074 | 984 | 29,842 | 15,290 | 862 | 4,813 | 433 | 21,398 | 51,240 |
| SCOTT | 1,943 | 175 | 2,224 | 369 | 4,711 | 2,056 | 161 | 1,210 | 183 | 3,610 | 8,321 |
| SECUAH | 1,031 | 97 | 1,110 | 149 | 2,387 | 1,058 | 86 | 595 | 53 | 1,792 | 4,179 |
| SEVIER | 5,851 | 493 | 5,393 | 487 | 12,204 | 6,281 | 386 | 2,301 | 170 | 9,138 | 21,342 |

| COUNTY | Female | | | | Male | | | | Male Total | Grand Total | |
|-------------|---------|---------|---------|--------|---------|---------|---------|---------|------------|-------------|-----------|
| | 0 - 18 | 19 - 20 | 21 - 64 | 65 → | Total | 0 - 18 | 19 - 20 | 21 - 64 | | | 65 → |
| SHELBY | 77,825 | 6,173 | 73,263 | 6,843 | 164,104 | 79,630 | 5,604 | 25,278 | 3,017 | 113,529 | 277,633 |
| SMITH | 1,147 | 109 | 1,222 | 162 | 2,640 | 1,175 | 83 | 570 | 63 | 1,891 | 4,531 |
| STEWART | 746 | 63 | 850 | 113 | 1,772 | 798 | 71 | 431 | 58 | 1,358 | 3,130 |
| SULLIVAN | 8,298 | 743 | 9,734 | 1,296 | 20,071 | 8,741 | 648 | 4,889 | 589 | 14,867 | 34,938 |
| SUMNER | 8,312 | 694 | 8,027 | 803 | 17,836 | 8,750 | 592 | 3,224 | 301 | 12,867 | 30,703 |
| TIPTON | 3,782 | 336 | 3,822 | 366 | 8,306 | 3,982 | 315 | 1,538 | 139 | 5,974 | 14,280 |
| TROUSDALE | 553 | 68 | 570 | 75 | 1,266 | 530 | 38 | 274 | 35 | 877 | 2,143 |
| UNICOI | 949 | 103 | 1,136 | 249 | 2,437 | 1,071 | 84 | 563 | 125 | 1,843 | 4,280 |
| UNION | 1,423 | 135 | 1,374 | 161 | 3,093 | 1,361 | 108 | 744 | 90 | 2,303 | 5,396 |
| VAN BUREN | 335 | 31 | 357 | 58 | 781 | 370 | 28 | 201 | 47 | 646 | 1,427 |
| WARREN | 2,995 | 248 | 3,074 | 434 | 6,751 | 3,113 | 213 | 1,492 | 203 | 5,021 | 11,772 |
| WASHINGTON | 6,149 | 510 | 7,059 | 963 | 14,681 | 6,300 | 441 | 3,414 | 426 | 10,581 | 25,262 |
| WAYNE | 861 | 70 | 945 | 170 | 2,046 | 902 | 78 | 474 | 73 | 1,527 | 3,573 |
| WEAKEY | 1,874 | 183 | 2,175 | 319 | 4,551 | 1,950 | 157 | 1,028 | 115 | 3,250 | 7,801 |
| WHITE | 1,790 | 172 | 1,954 | 293 | 4,209 | 1,929 | 139 | 1,089 | 122 | 3,279 | 7,488 |
| WILLIAMSON | 3,512 | 265 | 3,041 | 360 | 7,178 | 3,759 | 277 | 1,272 | 141 | 5,449 | 12,627 |
| WILSON | 5,351 | 456 | 5,191 | 467 | 11,465 | 5,602 | 314 | 2,076 | 193 | 8,185 | 19,650 |
| Other | 4,519 | 410 | 5,700 | 170 | 10,799 | 4,927 | 344 | 2,147 | 104 | 7,522 | 18,321 |
| Grand Total | 401,536 | 33,323 | 406,245 | 47,584 | 888,688 | 418,900 | 28,727 | 176,514 | 21,538 | 645,679 | 1,534,367 |

Reports include some membership additions that are the result of retroactivity; however, additional retroactivity may still occur. The "Other" county category reflects recipients who are Tennessee residents for which their domicile is temporarily located outside of the state.



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Tennessee

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All Topics

TENNESSEE

UNITED STATES

People

Income and Poverty

Median household income (in 2014 dollars), 2010-2014

\$44,621

\$53,482

Per capita income in past 12 months (in 2014 dollars), 2010-2014

\$24,811

\$28,555

Persons in poverty, percent

▲ 18.3%

▲ 14.8%

Businesses

Geography

1. Includes data not distributed by county.

▲ This geographic level of poverty and health estimates are not comparable to other geographic levels of these estimates

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info icon to the left of each row in TABLE view to learn about sampling error.

The vintage year (e.g., V2015) refers to the final year of the series (2010 thru 2015). Different vintage years of estimates are not comparable.

(a) Includes persons reporting only one race

(b) Hispanics may be of any race, so also are included in applicable race categories

(c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data

D Suppressed to avoid disclosure of confidential information

F Fewer than 25 firms

FN Footnote on this item in place of data

NA Not available

S Suppressed; does not meet publication standards

X Not applicable

Z Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and Poverty Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

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Cheatham County, Tennessee

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All Topics

CHEATHAM
COUNTY,
TENNESSEEUNITED
STATES

People

Income and Poverty

Median household income (in 2014 dollars), 2010-2014

\$52,138

\$53,482

Per capita income in past 12 months (in 2014 dollars), 2010-2014

\$23,730

\$28,555

Persons in poverty, percent

▲ 12.7%

▲ 14.8%

Businesses

Geography

▲ This geographic level of poverty and health estimates are not comparable to other geographic levels of these estimates

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FN Footnote on this item in place of data

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S Suppressed; does not meet publication standards

X Not applicable

Z Value greater than zero but less than half unit of measure shown

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COUNTY,
TENNESSEECHEATHAM
COUNTY,
TENNESSEEUNITED
STATES

People

Income and Poverty

Median household income (in 2014 dollars), 2010-2014

\$47,434

\$52,138

\$53,482

Per capita income in past 12 months (in 2014 dollars), 2010-2014

\$28,971

\$23,730

\$28,555

Persons in poverty, percent

▲ 19.9%

▲ 12.7%

▲ 14.8%

Businesses

Geography

▲ This geographic level of poverty and health estimates are not comparable to other geographic levels of these estimates

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(c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data

D Suppressed to avoid disclosure of confidential information

F Fewer than 25 firms

FN Footnote on this item in place of data

NA Not available

S Suppressed; does not meet publication standards

X Not applicable

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QuickFacts

Dickson County, Tennessee

QuickFacts provides statistics for all states and counties, and for cities and towns with a population of 5,000 or more.

| All Topics | DICKSON COUNTY, TENNESSEE | DAVIDSON COUNTY, TENNESSEE | CHEATHAM COUNTY, TENNESSEE | UNITED STATES |
|--|---------------------------|----------------------------|----------------------------|---------------|
| People | | | | |
| Income and Poverty | | | | |
| Median household income (in 2014 dollars), 2010-2014 | \$45,056 | \$47,434 | \$52,138 | \$53,482 |
| Per capita income in past 12 months (in 2014 dollars), 2010-2014 | \$22,191 | \$28,971 | \$23,730 | \$28,555 |
| Persons in poverty, percent | ▲ 14.3% | ▲ 19.9% | ▲ 12.7% | ▲ 14.8% |
| Businesses | | | | |
| Geography | | | | |

▲ This geographic level of poverty and health estimates are not comparable to other geographic levels of these estimates

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The vintage year (e.g., V2015) refers to the final year of the series (2010 thru 2015). Different vintage years of estimates are not comparable.

(a) Includes persons reporting only one race

(b) Hispanics may be of any race, so also are included in applicable race categories

(c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data

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F Fewer than 25 firms

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NA Not available

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Montgomery County, Tennessee

QuickFacts provides statistics for all states and counties, and for cities and towns with a population of 5,000 or more.

All Topics

MONTGOMERY
COUNTY,
TENNESSEEUNITED
STATES

People

Income and Poverty

Median household income (in 2014 dollars), 2010-2014

\$50,693

\$53,482

Per capita income in past 12 months (in 2014 dollars), 2010-2014

\$22,867

\$28,555

Persons in poverty, percent

▲ 13.9%

▲ 14.8%

Businesses

Geography

▲ This geographic level of poverty and health estimates are not comparable to other geographic levels of these estimates

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F Fewer than 25 firms

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Robertson County, Tennessee

QuickFacts provides statistics for all states and counties, and for cities and towns with a population of 5,000 or more.

| <div><div>All Topics</div><div></div></div> | ROBERTSON COUNTY, TENNESSEE | MONTGOMERY COUNTY, TENNESSEE | DICKSON COUNTY, TENNESSEE | DAVIDSON COUNTY, TENNESSEE | CHEATHAM COUNTY, TENNESSEE | UNITED STATES |
|--|-----------------------------------|------------------------------------|---------------------------------|----------------------------------|----------------------------------|------------------|
| People | | | | | | |
| Income and Poverty | | | | | | |
| Median household income (in 2014 dollars), 2010-2014 | \$53,748 | \$50,693 | \$45,056 | \$47,434 | \$52,138 | \$53,482 |
| Per capita income in past 12 months (in 2014 dollars), 2010-2014 | \$24,049 | \$22,867 | \$22,191 | \$28,971 | \$23,730 | \$28,555 |
| Persons in poverty, percent | ⚠️ 13.4% | ⚠️ 13.9% | ⚠️ 14.3% | ⚠️ 19.9% | ⚠️ 12.7% | ⚠️ 14.8% |
| Businesses | | | | | | |
| Geography | | | | | | |

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(c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data

D Suppressed to avoid disclosure of confidential information

F Fewer than 25 firms

FN Footnote on this item in place of data





NA Not available

S Suppressed; does not meet publication standards

X Not applicable

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Robertson County, Tennessee

QuickFacts provides statistics for all states and counties, and for cities and towns with a population of 5,000 or more.

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COUNTY,
TENNESSEEMONTGOMERY
COUNTY,
TENNESSEEDICKSON
COUNTY,
TENNESSEEDAVIDSON
COUNTY,
TENNESSEECHEATHAM
COUNTY,
TENNESSEEUNITED
STATES

People

Income and
Poverty

| | | | | | | |
|--|----------|----------|----------|----------|----------|----------|
| Median household income (in 2014 dollars), 2010-2014 | \$53,748 | \$50,693 | \$45,056 | \$47,434 | \$52,138 | \$53,482 |
| Per capita income in past 12 months (in 2014 dollars), 2010-2014 | \$24,049 | \$22,867 | \$22,191 | \$28,971 | \$23,730 | \$28,555 |
| Persons in poverty, percent | ▲ 13.4% | ▲ 13.9% | ▲ 14.3% | ▲ 19.9% | ▲ 12.7% | ▲ 14.8% |

Businesses

Geography

▲ This geographic level of poverty and health estimates are not comparable to other geographic levels of these estimates

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(a) Includes persons reporting only one race

(b) Hispanics may be of any race, so also are included in applicable race categories

(c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data

D Suppressed to avoid disclosure of confidential information

F Fewer than 25 firms

FN Footnote on this item in place of data

NA Not available

S Suppressed; does not meet publication standards

X Not applicable

Z Value greater than zero but less than half unit of measure shown

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Rutherford County, Tennessee

QuickFacts provides statistics for all states and counties, and for cities and towns with a population of 5,000 or more.

All Topics



RUTHERFORD
COUNTY,
TENNESSEE

UNITED
STATES

People

Income and Poverty

| | | |
|--|----------|----------|
| Median household income (in 2014 dollars), 2010-2014 | \$55,096 | \$53,482 |
| Per capita income in past 12 months (in 2014 dollars), 2010-2014 | \$25,057 | \$28,555 |
| Persons in poverty, percent | ▲ 14.7% | ▲ 14.8% |

Businesses

Geography

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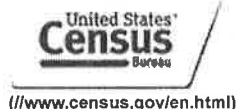
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QuickFacts

Sumner County, Tennessee

QuickFacts provides statistics for all states and counties, and for cities and towns with a population of 5,000 or more.

All Topics

SUMNER
COUNTY,
TENNESSEERUTHERFORD
COUNTY,
TENNESSEEUNITED
STATES

People

Income and Poverty

Median household income (in 2014 dollars), 2010-2014

\$56,193

\$55,096

\$53,482

Per capita income in past 12 months (in 2014 dollars), 2010-2014

\$28,393

\$25,057

\$28,555

Persons in poverty, percent

▲ 11.3%

▲ 14.7%

▲ 14.8%

Businesses

Geography

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(a) Includes persons reporting only one race

(b) Hispanics may be of any race, so also are included in applicable race categories

(c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data

D Suppressed to avoid disclosure of confidential information

F Fewer than 25 firms

FN Footnote on this item in place of data

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Williamson County, Tennessee

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All Topics

WILLIAMSON
COUNTY,
TENNESSEEUNITED
STATES

People

Income and Poverty

Median household income (in 2014 dollars), 2010-2014

\$91,743

\$53,482

Per capita income in past 12 months (in 2014 dollars), 2010-2014

\$42,675

\$28,555

Persons in poverty, percent

▲ 5.6%

▲ 14.8%

Businesses

Geography

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(c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data

D Suppressed to avoid disclosure of confidential information

F Fewer than 25 firms

FN Footnote on this item in place of data

NA Not available

S Suppressed; does not meet publication standards

X Not applicable

Z Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and Poverty Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

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Wilson County, Tennessee

QuickFacts provides statistics for all states and counties, and for cities and towns with a population of 5,000 or more.

All Topics

WILSON
COUNTY,
TENNESSEEWILLIAMSON
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STATES

People

Income and Poverty

Median household income (in 2014 dollars), 2010-2014 \$60,095

\$91,743

\$53,482

Per capita income in past 12 months (in 2014 dollars), 2010-2014 \$28,435

\$42,675

\$28,555

Persons in poverty, percent ▲ 10.1%

▲ 5.6%

▲ 14.8%

Businesses

Geography

▲ This geographic level of poverty and health estimates are not comparable to other geographic levels of these estimates

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info icon to the left of each row in TABLE view to learn about sampling error.

The vintage year (e.g., V2015) refers to the final year of the series (2010 thru 2015). Different vintage years of estimates are not comparable.

(a) Includes persons reporting only one race

(b) Hispanics may be of any race, so also are included in applicable race categories

(c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data

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State of Tennessee

Health Services and Development Agency

Andrew Jackson, 9th Floor, 502 Deaderick Street, Nashville, TN 37243

www.tn.gov/hsda Phone: 615-741-2364 Fax: 615-741-9884

July 1, 2016

Jimmy Nichols
Area Vice President
Maxim Healthcare Services, Inc.
2416 21st Ave South
Nashville, TN 37212

RE: Certificate of Need Application for Maxim Healthcare Services, Inc. -- CN1606-023
The relocation of a home health agency's principal office from 2416 21st Avenue South, Suite 208, Nashville (Davidson County) to 115 East Park Drive, Suite 200, Brentwood (Williamson County). The service area is Cheatham, Davidson, Dickson, Montgomery, Robertson, Rutherford, Sumner, Williamson, and Wilson Counties. The estimated project cost is \$3,201,828.

Dear Mr. Nichols:

This is to acknowledge the receipt of supplemental information to your application for a Certificate of Need. Please be advised that your application is now considered to be complete by this office.

Your application is being forwarded to Trent Sansing at the Tennessee Department of Health for Certificate of Need review by the Division of Policy, Planning and Assessment. You may be contacted by Mr. Sansing or someone from his office for additional clarification while the application is under review by the Department. Mr. Sansing's contact information is Trent.Sansing@tn.gov or 615-253-4702.

In accordance with Tennessee Code Annotated, §68-11-1601, et seq., as amended by Public Chapter 780, the 30-day review cycle for **CONSENT CALENDAR** for this project will begin on July 1, 2016. The first thirty (30) days of the cycle are assigned to the Department of Health, during which time a public hearing may be held on your application. You will be contacted by a representative from this Agency to establish the date, time and place of the hearing should one be requested. At the end of the thirty (30)-day period, a written report from the Department of Health or its representative will be forwarded to this office for Agency review within the thirty (30)-day period immediately following. You will receive a copy of their findings. The Health Services and Development Agency will review your application on August 24, 2016.


Mr. Nichols
July 1, 2016
Page 2

Any communication regarding projects under consideration by the Health Services and Development Agency shall be in accordance with T.C.A. § 68-11-1607(d):

- (1) No communications are permitted with the members of the agency once the Letter of Intent initiating the application process is filed with the agency. Communications between agency members and agency staff shall not be prohibited. Any communication received by an agency member from a person unrelated to the applicant or party opposing the application shall be reported to the Executive Director and a written summary of such communication shall be made part of the certificate of need file.
- (2) All communications between the contact person or legal counsel for the applicant and the Executive Director or agency staff after an application is deemed complete and placed in the review cycle are prohibited unless submitted in writing or confirmed in writing and made part of the certificate of need application file. Communications for the purposes of clarification of facts and issues that may arise after an application has been deemed complete and initiated by the Executive Director or agency staff are not prohibited.

Should you have questions or require additional information, please contact me.

Sincerely,



Melanie M. Hill
Executive Director

cc: Trent Sansing, TDH/Health Statistics, PPA



State of Tennessee

Health Services and Development Agency

Andrew Jackson, 9th Floor, 502 Deaderick Street, Nashville, TN 37243
www.tn.gov/hsda Phone: 615-741-2364 Fax: 615-741-9884

MEMORANDUM

TO: Trent Sansing, CON Director
Office of Policy, Planning and Assessment
Division of Health Statistics
Andrew Johnson Tower, 2nd Floor
710 James Robertson Parkway
Nashville, Tennessee 37243
[Signature]

FROM: Melanie M. Hill
Executive Director

DATE: July 1, 2016

RE: Certificate of Need Application
Maxim Healthcare Services, Inc. -- CN1606-023
CONSENT CALENDAR

Please find enclosed an application for a Certificate of Need for the above-referenced project.

This application has undergone initial review by this office and has been deemed complete. It is being forwarded to your agency for a **CONSENT CALENDAR** thirty (30) day review period to begin on July 1, 2016 and end on August 1, 2016.

Should there be any questions regarding this application or the review cycle, please contact this office.

Enclosure

cc: Jimmy Nichols, Area Vice President, Maxim Healthcare Services, Inc.
Byron Trauger, Esq., Trauger and Tuke

TRAUGER & TUKE
ATTORNEYS AT LAW
THE SOUTHERN TURF BUILDING
222 FOURTH AVENUE NORTH
NASHVILLE, TENNESSEE 37219-2117
TELEPHONE (615) 256-8585
TELECOPIER (615) 256-7444

June 10, 2016

By hand delivery

Melanie M. Hill
Executive Director
Tennessee Health Services & Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243

RE: Maxim Healthcare Services, Inc. certificate of need application for Change of
Address of Principal Office from Nashville, Tennessee to Brentwood, Tennessee

Dear Ms. Hill:

Enclosed please find the originals and four copies of the Letter of Intent for the referenced project on behalf of our client Maxim Healthcare Services, Inc. Publication of Intent was published in this morning's *Tennessean*, which is a newspaper of general circulation in Davidson County, Tennessee, and it is anticipated that the filing of the certificate of need application will occur within five days. Please date stamp two copies and return them to me.

Because this application will be for the relocation of a home health agency's principal office only a few hundred yards into the county that is adjacent to the county in which its current home office is located, we respectfully request that you place this matter on the Consent Calendar agenda for the August 24, 2016 meeting of the Agency.

The contact person for this application is Jimmy Nichols, Area Vice President, Maxim Healthcare Services, Inc. His office telephone number is 615-386-0100.

Very truly yours,



Paul W. Ambrosius

PWA:kmn

Enclosures

cc: Jimmy Nichols, Area Vice President, Maxim Healthcare Services, Inc.
Byron R. Trauger, Esq., Trauger & Tuke



**State of Tennessee
Health Services and Development Agency**

Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243

www.tn.gov/hsda Phone: 615-741-2364 Fax: 615-741-9884

LETTER OF INTENT

The Publication of Intent is to be published in the Tennessean which is a newspaper
(Name of Newspaper)
of general circulation in Davidson, Tennessee, on or before June 10th, 2016,
(County) (Month / day) (Year)
for one day.

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 *et seq.*, and the Rules of the Health Services and Development Agency, that:

Maxim Healthcare Services, Inc.

Home Health Agency

(Name of Applicant)

(Facility Type-Existing)

owned by: Maxim Healthcare Services, Inc. with an ownership type of Corporation

and to be managed by: Maxim Healthcare Services Inc. intends to file an application for a Certificate of Need for [PROJECT DESCRIPTION BEGINS HERE]: to relocate its principal office from 2416 21st Ave. South, Nashville, TN 37212

(In Davidson County) to 115 East Park Dr., Suite 200, Brentwood, TN 37027 (in Williamson County), at a cost estimated under Certificate of Need rules at \$3,194,640 (of which \$451,062 is the actual capital cost,

the balance being lease expenses). The applicant is licensed as a home health agency by the Board of Licensing Health Care Facilities. The project does not contain major medical equipment or initiate or discontinue any other health service;

and it will not change the applicant agency's authorized service area counties (which are Cheatham, Davidson, Dickson, Montgomery, Robertson, Rutherford, Sumner, Williamson, and Wilson Counties).

The anticipated date of filing the application is on or before June 15, 2016

The contact person for this project is Jimmy Nichols, Area Vice President

(Contact Name)

(Title)

who may be reached at: Maxim Healthcare Services Inc.

2416 21st Ave South

(Company Name)

(Address)

Nashville

TN

37212

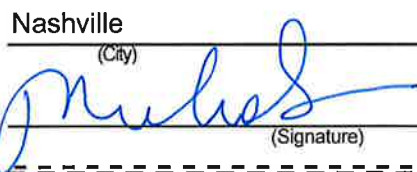
615 / 386-0100

(City)

(State)

(Zip Code)

(Area Code / Phone Number)



(Signature)

6/9/16

(Date)

jnichol@maxhealth.com

(E-mail Address)

The Letter of Intent must be filed in triplicate and received between the first and the tenth day of the month. If the last day for filing is a Saturday, Sunday or State Holiday, filing must occur on the preceding business day. File this form at the following address:

**Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243**

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

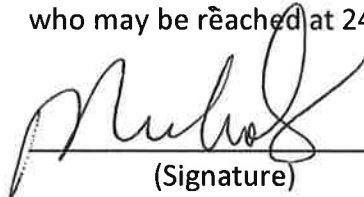
HF51 (Revised 01/09/2013 – all forms prior to this date are obsolete)

LETTER OF INTENT -- HEALTH SERVICES & DEVELOPMENT AGENCY

The Publication of Intent is to be published on or before June 10th, 2016, for one day, in the Tennessean, which is a newspaper of general circulation in Cheatham, Davidson, Dickson, Montgomery, Robertson, Rutherford, Sumner, Williamson, and Wilson Counties, Tennessee.

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. Sections 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that Maxim Healthcare Services (a home health agency), owned and managed by Maxim Healthcare Services, Inc. (a corporation), intends to file an application for a Certificate of Need to relocate its principal office from 2416 21st Avenue South, Nashville, TN 37212 (in Davidson County) to 115 East Park Drive, Suite 200, Brentwood, TN 37027 (in Williamson County), at a cost estimated under Certificate of Need rules at \$3,194,640 (of which \$451,602 is the actual capital cost, the balance being lease expenses). The applicant is licensed as a home health agency by the Board for Licensing Health Care facilities. The project does not contain major medical equipment or initiate or discontinue any other health service; and it will not change the applicant agency's authorized service area counties (which are Cheatham, Davidson, Dickson, Montgomery, Robertson, Rutherford, Sumner, Williamson, and Wilson Counties).

The anticipated date of filing the application is on or before June 15, 2016. The contact person for the project is Jimmy Nichols, Area Vice President, Maxim Healthcare Services, who may be reached at 2416 21st Avenue South, Nashville, TN 37212, 615-386-0100.



(Signature)

6/10/16

(Date)

jinichol@maxhealth.com

(E-mail Address)

Supplemental #1 -ORIGINAL-

MAXIM HEALTHCARE
SERVICES

CN1606-023

June 21, 2016

1:13 pm

TRAUGER & TUKE
ATTORNEYS AT LAW
THE SOUTHERN TURF BUILDING
222 FOURTH AVENUE NORTH
NASHVILLE, TENNESSEE 37219-2117
TELEPHONE (615) 256-8585
TELECOPIER (615) 256-7444

June 21, 2016

By hand delivery

Melanie M. Hill
Executive Director
Tennessee Health Services & Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243

RE: Maxim Healthcare Services, Inc. certificate of need application for
Change of Address of Principal Office from Nashville, Tennessee
To Brentwood, Tennessee

Dear Ms. Hill:

This letter transmits the supplemental response and four copies of the referenced certificate of need application. Also enclosed is the affidavit. Please date stamp two copies and return them to me in the enclosed envelope.

The contact person for this application is Jimmy Nichols, Area Vice President, Maxim Healthcare Services, Inc. His office telephone number is 615-386-0100.

As always, thank you for your courtesies.

Very truly yours,



Byron R. Trauger

Enclosures

cc: Jimmy Nichols, Area Vice President, Maxim Healthcare Services, Inc.
P. W. Ambrosius, Esq.

June 21, 2016

1:13 pm

AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF Davidson

NAME OF FACILITY: Maxim Healthcare Services

James
I, "Jimmy" Nichols, after first being duly sworn, state under oath that I am the applicant named in this Certificate of Need application or the lawful agent thereof, that I have reviewed all of the supplemental information submitted herewith, and that it is true, accurate, and complete.

[Signature]
Signature/Title

Sworn to and subscribed before me, a Notary Public, this the 20th day of June, 2016,
witness my hand at office in the County of Davidson, State of Tennessee.

[Signature]
NOTARY PUBLIC



My commission expires Jan 8, 2019.

HF-0043

Revised 7/02

**State of Tennessee****Health Services and Development Agency**

Andrew Jackson Building, 9th Floor, 502 Deaderick Street, Nashville, TN 37243

www.tn.gov/hsda Phone: 615-741-2364/Fax: 615/532-9940

June 21, 2016**1:13 pm**

June 20, 2016

Jimmy Nichols
Area Vice President
Maxim Healthcare Services
2416 21st Avenue South
Nashville, TN 37212

RE: Certificate of Need Application CN1606-023
Maxim Healthcare Services, Inc.

Dear Mr. Nichols,

This will acknowledge our June 14, 2016 receipt of your application for a Certificate of Need for the relocation of the principal office of Maxim Healthcare Services, Inc. an established home care organization (home health agency), from 2416 21st Avenue South, Nashville (Davidson County), TN 37212 to 115 East Park Drive, Suite 200, Brentwood (Williamson County), TN 37027.

Several items were found which need clarification or additional discussion. Please review the list of questions below and address them as indicated. The questions have been keyed to the application form for your convenience. I should emphasize that an application cannot be deemed complete and the review cycle begun until all questions have been answered and furnished to this office.

Please submit responses in triplicate by 4:00 p.m., Friday, June 24, 2016. If the supplemental information requested in this letter is not submitted by or before this time, then consideration of this application may be delayed into a later review cycle.

1. Section A, Applicant Profile, Item 6 (Legal Interest in the Proposed New Parent Office Site)

The response to this item is noted. Exhibit E of the Lease Agreement was blank. Please submit a completed Exhibit E and signed by both parties.

Response: Copy of executed Exhibit E is attached.

Is there a provision in the lease for renewal after the 7 year term?

Response: Yes. It is in section "Part III Additional Provisions" on page 26 of the lease and detailed out in #3.

If this CON is approved, when does the applicant expect to move into the proposed space in Williamson County?

Response: Immediately upon approval

2. Section B, Project Description, Item IIA

Your response is noted.

- A) Will the current office space in Davidson County be surrendered or will it be used as a branch office or some other purpose?
 - a. **Response:** It will be surrendered
- B) When does the lease for the current office space expire?
 - a. **Response:** September 30th, 2016
- C) It has been stated that the principal office will be used for administrative purposes only. Where will clinical support activities take place?
 - a. **Response:** All patient care services will take place in individual patient homes. All new hire and annual clinical training will be performed at skills lab in the office.
- D) How does the lease expense in the current space compare to the expected lease expense in the proposed location.
 - a. **Response:** The current space is \$21.25/rentable square foot. The proposed location is \$24.50 per sqft. The monthly rent at the current space is \$10,855. The monthly rent at the proposed location will be \$30,362.
- E) Will there be a benefit in increased reimbursement rates by moving the parent office from Davidson to Williamson County? If so, how much?
 - a. **Response:** There will be no increase in reimbursement rates by moving to Williamson County.

3. Section B, Project Description, Item IIB

What is the square footage of the current space in Davidson County?

Response: 6129

4. Section C, Need, Item 6 (Applicant's Utilization)

Please explain the variability between visit volumes between 2013 and 2015.

Response: The data was pulled from the Joint Annual Reports for those specific years. We discharged multiple patients that required numerous weekly visits in 2015. Since Maxim Healthcare does not focus on intermittent visits, we estimated zero growth through 2018. The total revenue and patient totals are very minimal for this office.

The methodology for projecting increase in hours is understood; however the overall growth projected between 2015 and 2018 is over 75%. Isn't this projected growth overly ambitious?

Response: The aggressive projected growth is based on increase referral activity from large referral sources including Vanderbilt Children's and their Complex Care Clinic. The projected growth through 2018 is less than the actual hours growth from 2013-2015.

How many patients, visits and hours have there been so far in 2016?

Response: See below

HOURS: From January 1st through June 4th, 2016, Maxim has provided a total of 208,593 hours throughout all 9 counties (9069 hours per week). Assuming no growth the remainder of 2016, Maxim would finish 2016 with an estimated 471,594 hours which is more than the estimated hours in the application for 2016.

PATIENTS: As of June 17th, 2016, Maxim has a total of 164 active patients throughout all 9 counties.

VISITS: As of June 17th, 2016, Maxim has provided a total of 810 visits.

5. Section C. Economic Feasibility Item 1 (Project Cost Chart)

Please explain what is included in the construction cost.

Response: There are numerous items included in the overall construction costs, but the following making up the majority of the costs: Electrical, flooring, drywall, wood doors/frames, painting and plumbing. There is a detailed breakdown attached.

6. Section C. Economic Feasibility Item 4. (Historical Data Chart and Projected Data Chart)

A) Please discuss why there are no Contractual Adjustments or Provisions for Charity Care on both the Historical Data Chart (HDC) and Projected Data Chart (PDC).

a. **Response:** Maxim Healthcare Services has a Charity Care Policy and any adjustments would be captured under projections for sales adjustments. This location has not received any applications to provide charity care.

B) In the Historic Data Chart (HDC), please discuss why net income declined between Years 2013 and 2014 when patient hours increased 27%.

a. **Response:** The net income declined due to the increase in overhead infrastructure of Maxim Healthcare Services, which in turn decreased the profitability of the office.

C) On both the Historical (HDC) and Projected Data Chart (PDC), please use the following charts to provide additional detail on the Administrative Overhead listed in D.9.-Other Expenses.

HISTORICAL DATA CHART-OTHER EXPENSES

| <u>OTHER EXPENSES CATEGORIES</u> | Year 2013 | Year 2014 | Year 2015 |
|--|--------------------|--------------------|--------------------|
| 1. Selling, general and administrative | \$170,203 | \$178,562 | \$172,929 |
| 2. Regional Support | \$257,013 | \$172,183 | \$350,903 |
| 3. Corporate Support | \$837,737 | \$884,518 | \$731,807 |
| 4. _____ | _____ | _____ | _____ |
| 5. _____ | _____ | _____ | _____ |
| 6. _____ | _____ | _____ | _____ |
| 7. _____ | _____ | _____ | _____ |
| Total Other Expenses | \$1,264,953 | \$1,235,263 | \$1,255,639 |

PROJECTED DATA CHART-OTHER EXPENSES

| <u>OTHER EXPENSES CATEGORIES</u> | Year 2017 | Year 2018 |
|--|--------------------|--------------------|
| 1. Selling, General and Administrative | \$261,769 | \$314,123 |
| 2. Regional Support | \$531,177 | \$637,413 |
| 3. Corporate Support | \$1,107,768 | \$1,329,322 |
| 4. _____ | _____ | _____ |
| 5. _____ | _____ | _____ |
| 6. _____ | _____ | _____ |
| 7. _____ | _____ | _____ |
| Total Other Expenses | \$1,900,715 | \$2,280,858 |

7. Section C. Economic Feasibility Item 5

There appears to be some calculation errors in Table Seven. Please make the necessary corrections and submit a revised Table Seven.

Response: Here is the revised table.

| Table Seven: Average Charges, Deductions, and Net Charges | | |
|---|-------------|-------------|
| | 2017 | 2018 |
| Hours | 504,000 | 604,800 |
| Average Total Agency Gross Revenue, per Hour | \$38.77 | \$38.77 |
| Average Total Agency Deduction, Per Hour | \$.67 | \$.67 |
| Average Total Agency Net Charge (Net Operating Revenue), Per Hour | \$38.70 | \$38.70 |
| Average Total Agency Net Operating Income After Capital Expenditure, Per Hour | \$4.29 | \$4.40 |

Source: Projected Data Chart

In accordance with Tennessee Code Annotated, §68-11-1607(c) (5), "...If an application is not deemed complete within sixty (60) days after written notification is given to the applicant by the agency staff that the application is deemed incomplete, the application shall be deemed void." **For this application the sixtieth (60th) day after written notification is August 16, 2016. If this application is not deemed complete by this date, the application will be deemed void.** Agency Rule 0720-10-.03(4) (d) (2) indicates that "Failure of the applicant to meet this deadline will result in the application being considered withdrawn and returned to the contact person. Re-submittal of the application must be accomplished in accordance with Rule 0720-10-.03 and requires an additional filing fee." Please note that supplemental information must be submitted timely for the application to be deemed complete prior to the beginning date of the review cycle which the applicant intends to enter, even if that time is less than the sixty (60) days allowed by the statute. The supplemental information must be submitted with the enclosed affidavit, which shall be executed and notarized; please attach the notarized affidavit to the supplemental information.

If all supplemental information is not received and the application officially deemed complete prior to the beginning of the next review cycle, then consideration of the application could be delayed into a later review cycle. The review cycle for each application shall begin on the first day of the month after the application has been deemed complete by the staff of the Health Services and Development Agency.

Any communication regarding projects under consideration by the Health Services and Development Agency shall be in accordance with T.C.A. § 68-11-1607(d):

Jimmy Nichols
June 20, 2016
Page 6

**June 21, 2016
1:13 pm**

- (1) No communications are permitted with the members of the agency once the Letter of Intent initiating the application process is filed with the agency. Communications between agency members and agency staff shall not be prohibited. Any communication received by an agency member from a person unrelated to the applicant or party opposing the application shall be reported to the Executive Director and a written summary of such communication shall be made part of the certificate of need file.
- (2) All communications between the contact person or legal counsel for the applicant and the Executive Director or agency staff after an application is deemed complete and placed in the review cycle are prohibited unless submitted in writing or confirmed in writing and made part of the certificate of need application file. Communications for the purposes of clarification of facts and issues that may arise after an application has been deemed complete and initiated by the Executive Director or agency staff are not prohibited.

Should you have any questions or require additional information, please contact this office.

Sincerely,

Mark A. Farber
Deputy Director

Enc.

1. Section A, Item 6

Exhibit E of Lease Agreement

June 21, 2016**1:13 pm**

**EXHIBIT E
NOTICE OF LEASE TERM DATES**

Maxim Healthcare Services, Inc.
7227 Lee Deforest Drive
Columbia, MD 21046
Attn: Real Estate Dept. (#0007)

Re: Lease dated February 29, 2016, between Sun Life Assurance Company of Canada, Landlord, and Maxim Healthcare Services, Inc., Tenant, (the "Lease") concerning the Premises (as defined in the Lease), located at Maryland Park Center, 115 East Park Drive, Brentwood, Tennessee 37027

Ladies & Gentlemen:

Please confirm the following by signing below:

1. The Premises have been accepted by Tenant as being substantially complete in accordance with the Lease, and there is no deficiency in construction.
2. Tenant has possession of the Premises. The Commencement Date of the Lease is May 31, 2016, the Rent Commencement is May 31, 2016, and the Term shall expire on May 30, 2023.

Your rent checks should be made payable to: Sun Life Assurance Company of Canada

AGREED AND ACCEPTED

**TENANT:
MAXIM HEALTHCARE SERVICES, INC.**

By: 

Name: KEVIN WILSON

Title: DIRECTOR OF REAL ESTATE

Date: 6/7/2016

**LANDLORD:
SUN LIFE ASSURANCE COMPANY OF
CANADA**

By: 

Name: Deborah Tirone
Authorized Signer

Title: _____

By: 

Name: William M. Barres
Authorized Signer

Title: _____

5. Section C, Item 1

Construction Cost Breakdown

SUPPLEMENTAL #1**June 21, 2016****1:13 pm****Maxim Healthcare
Maryland Park Center
As of October 23, 2015**

PROPERTY: Maryland Park Center
TENANT: Maxim Healthcare
RSF: 14,871

Revision 1. _____
2. _____
3. _____
4. _____

| FILE NO.: Maxim Healthcare | | GC#1 | GC#2 | GC#3 |
|----------------------------|---------------------------------|------------------|---------------|---------------|
| CODES COST CODE TITLES | | Harvest | | |
| | CONTRACTOR FEE | \$15,351 | | |
| | ENGINEERING | \$4,500 | | |
| | GENERAL CONDITIONS | \$19,875 | | |
| | DEMOLITION | \$9,575 | | |
| | DRYWALL | \$20,900 | | |
| | WOOD DOORS & FRAMES | \$19,281 | | |
| | STOREFRONTS | \$0 | | |
| | WINDOW/WINDOW TREATMENT | \$7,605 | | |
| | ALL FLOORING | \$44,255 | | |
| | OTHER FLOORING | | | |
| | ACOUSTICAL CEILINGS | \$9,700 | | |
| | MILLWORK | \$11,711 | | |
| | CARPENTRY | \$208 | | |
| | PAINTING | \$15,922 | | |
| | ALL ELECTRICAL | \$67,458 | | |
| | LIGHTING | | | |
| | HVAC | \$13,500 | | |
| | PLUMBING | \$6,700 | | |
| | FIRE SPRINKLER SYSTEM | \$4,400 | | |
| | OTHER COSTS | \$309 | | |
| | SUBTOTAL: | \$271,250 | \$0 | \$0 |
| | SPACE PLANNING | \$11,897 | | |
| | SUBTOTAL: | \$283,147 | \$0 | \$0 |
| | CMF FEE AT 3% | \$8,494 | \$0 | \$0 |
| | TENANT IMPROVEMENT TOTAL | \$291,641 | \$0 | \$0 |
| | TENANT IMPROVEMENT PSF | \$19.61 | \$0.00 | \$0.00 |

Note Sub you plan to use

HVAC Interstate AC
Electrical _____
Sprinkler Bouchard Fire

Supplemental #2

-COPY-

Maxim Healthcare
Services, Inc.

CN1606-023

June 27, 2016

3:44 pm

TRAUGER & TUKE
ATTORNEYS AT LAW
THE SOUTHERN TURF BUILDING
222 FOURTH AVENUE NORTH
NASHVILLE, TENNESSEE 37219-2117
TELEPHONE (615) 256-8585
TELECOPIER (615) 256-7444

June 27, 2016

By hand delivery

Melanie M. Hill
Executive Director
Tennessee Health Services & Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243

RE: Maxim Healthcare Services, Inc. certificate of need application for
Change of Address of Principal Office from Nashville, Tennessee
To Brentwood, Tennessee

Dear Ms. Hill:

This letter transmits the 2nd supplemental response and four copies of the referenced certificate of need application. Also enclosed is the affidavit. Please date stamp two copies and return them to me in the enclosed envelope.

The contact person for this application is Jimmy Nichols, Area Vice President, Maxim Healthcare Services, Inc. His office telephone number is 615-386-0100.

As always, thank you for your courtesies.

Very truly yours,



Byron R. Trauger

Enclosures

cc: Jimmy Nichols, Area Vice President, Maxim Healthcare Services, Inc.
P. W. Ambrosius, Esq.

June 27, 2016**3:44 pm****AFFIDAVIT**

STATE OF TENNESSEE


COUNTY OF DavidsonNAME OF FACILITY: Maxim Healthcare Services, Inc

^{"James"}
I, Jimmy Nichols, after first being duly sworn, state under oath that I am the applicant named in this Certificate of Need application or the lawful agent thereof, that I have reviewed all of the supplemental information submitted herewith, and that it is true, accurate, and complete.




Signature/Title

Sworn to and subscribed before me, a Notary Public, this the 27th day of June, 2016,
witness my hand at office in the County of Davidson, State of Tennessee.



NOTARY PUBLIC



My commission expires January 8, 2019.

HF-0043

Revised 7/02

**State of Tennessee****Health Services and Development Agency**Andrew Jackson Building, 9th Floor, 502 Deaderick Street, Nashville, TN 37243**www.tn.gov/hsda** Phone: 615-741-2364/Fax:615/532-9940**June 27, 2016****3:44 pm**

June 27, 2016

Jimmy Nichols
Area Vice President
Maxim Healthcare Services
2416 21st Avenue South
Nashville, TN 37212

RE: Certificate of Need Application CN1606-023
Maxim Healthcare Services, Inc.

Dear Mr. Nichols,

This will acknowledge our June 21, 2016 receipt of supplemental information to your application for a Certificate of Need for the relocation of the principal office of Maxim Healthcare Services, Inc. an established home care organization (home health agency), from 2416 21st Avenue South, Nashville (Davidson County), TN 37212 to 115 East Park Drive, Suite 200, Brentwood (Williamson County), TN 37027.

Several items were found which need clarification or additional discussion. Please review the list of questions below and address them as indicated. The questions have been keyed to the application form for your convenience. I should emphasize that an application cannot be deemed complete and the review cycle begun until all questions have been answered and furnished to this office.

Please submit responses in triplicate by 12:00 noon, Wednesday, June 29, 2016. If the supplemental information requested in this letter is not submitted by or before this time, then consideration of this application may be delayed into a later review cycle.

1. Section C, Need, Item 6 (Applicant's Utilization)

You stated that multiple patients were discharged requiring numerous weekly visits in 2015. The year with the highest number of visits was in 2014 (5,697). Please explain.

Response: The patients were discharged in 2015 which caused the sharp decrease from 2014 to 2015.

You stated that the projected growth through 2018 is less than the actual hours growth from 2013-2015. From 2013 to 2015 the growth was 122,906 hours. The projected growth between 2015 and 2018 is 262,445. The projected growth between 2016 and 2018 is 184,800. Please explain.

Response: To clarify, the growth difference was based on a %. The % of hour's growth between 2013 and 2014 was 27%. The % of hour's growth between 2014 and 2015 was 23%. The projected % of hour's growth between each year 2016-2018 is 20%.

2. Section C. Economic Feasibility Item 4. (Historical Data Chart and Projected Data Chart)

With respect to Administrative Overhead, please define Regional Support and Corporate Support.

Response: Regional Support includes all related costs for our Regional Management team which includes operational, clinical and financial oversight. Corporate Support includes costs for running all shared resources which includes departments such as Compliance, HR and Payroll.

3. Section C. Economic Feasibility Item 5

The revised Table Seven is noted. Shouldn't average deduction per hour be \$0.07? If yes, please make the necessary corrections and submit a revised Table Seven.

Response: See table below

| Table Seven: Average Charges, Deductions, and Net Charges | | |
|---|-------------|-------------|
| | 2017 | 2018 |
| Hours | 504,000 | 604,800 |
| Average Total Agency Gross Revenue, per Hour | \$38.77 | \$38.77 |
| Average Total Agency Deduction, Per Hour | \$.07 | \$.07 |
| Average Total Agency Net Charge (Net Operating Revenue), Per Hour | \$38.70 | \$38.70 |
| Average Total Agency Net Operating Income After Capital Expenditure, Per Hour | \$4.29 | \$4.40 |

In accordance with Tennessee Code Annotated, §68-11-1607(c) (5), "...If an application is not deemed complete within sixty (60) days after written notification is given to the applicant by the agency staff that the application is deemed incomplete, the application shall be deemed void." **For this application the sixtieth (60th) day after written notification is August 16, 2016. If this application is not deemed complete by this date, the application will be deemed void.** Agency Rule 0720-10-.03(4) (d) (2) indicates that "Failure of the applicant to meet this deadline will result in the application being considered withdrawn and returned to the contact person. Re-submittal of the application must be accomplished in accordance with Rule 0720-10-.03 and requires an additional filing fee." Please note that supplemental information must be submitted timely for the application to be deemed complete prior to the beginning date of the review cycle which the applicant intends to enter, even if that time is less than the sixty (60) days allowed by the statute. The supplemental information must be submitted with the enclosed affidavit, which shall be executed and notarized; please attach the notarized affidavit to the supplemental information.

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Jimmy Nichols
June 27, 2016
Page 3

June 27, 2016

3:44 pm

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Should you have any questions or require additional information, please contact this office.

Sincerely,

Mark A. Farber
Deputy Director

Enc.